NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

September 9, 2016
9:00 AM - 1:00 PM
Jim West Regional Transit Center
Board Room

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE
2. MOMENT OF SILENCE
3. ROLL CALL
4. INTRODUCTIONS
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – August 5, 2016
7. PUBLIC COMMENTS

PRESENTATION ITEMS: None

ACTION ITEMS:

A. **Discussion and Consideration of Resolution No. 2016-36 Designating an Authorized Staff Representative for State Capital Outlay Funding**
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director
Attachment

B. **Discussion and Consideration of Resolution No. 2016- 37 Adopting a Policy for Disposition and Donation of Obsolete Fleet and Equipment**
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director
Attachment

C. **Discussion and Consideration of Adoption of Resolution No. 2016-38 Transferring Tribal Transit Funds from the General Budget to the Capital Budget for Fiscal Year 2017**
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director
Attachment

D. **Discussion and Consideration of a Memorandum of Understanding with Santa Fe County Regarding the Funding of the Mountain Trail Route**
Sponsor: Anthony J. Mortillaro, Executive Director
Attachment

E. **Discussion and Consideration of a License Agreement with Smiths Grocery Store for the RTD Taos Chile Line Bus Stop**
Sponsor: Anthony J. Mortillaro, Executive Director and Peter Dwyer, Legal Counsel

Attachment

F. **Discussion and Consideration of a License Agreement with the City of Espanola for the Use of the Park and Ride Lot**
Sponsor: Anthony J. Mortillaro, Executive Director and Peter Dwyer, Legal Counsel
Attachment

G. **Discussion and Consideration of a Bid Award for ADA Improvements Phase I**
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director
Attachment

DISCUSSION ITEMS:

H. **Financial Report for July 2016:**
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director
Attachment.

I. **Finance Subcommittee Report:**
Sponsor: Chair Pete Sheehey and Anthony J. Mortillaro, Executive Director
None

J. **Tribal Subcommittee Report:**
Sponsor: Chair Charles Dorame and Anthony J. Mortillaro, Executive Director
None

K. **Executive Report and Comments from the Executive Director:**

1.) **Executive Report for August 2016**
2.) **Performance Measures for July 2016**
3.) **Ridership Report for July 2016**

MATTERS FROM THE BOARD

MISCELLANEOUS

ADJOURN

NEXT BOARD MEETING: October 7, 2016 at 9:00 a.m.

If you are an individual with a disability who is in need of a reader, amplifier, qualified Sign Language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing of the meeting, please contact the NCRTD Executive Assistant at 505-629-4702 at least one week prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.

North Central Regional Transit District
Board Meeting
Friday, August 5, 2016
Santa Claran Hotel Casino
Española, New Mexico
9:00 a.m. - 1:00 p.m.

CALL TO ORDER:

A regular meeting of the North Central Regional Transit District Board was called to order on the above date by Mayor Dan Barrone Chair, at 9:11 a.m. at the Santa Claran Hotel Casino, Española, New Mexico.

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call

Ms. Trujillo called the roll and it indicated the presence of a quorum as follows:

Members Present:	Elected Members	Alternate Designees
Los Alamos County	*Councilor Pete Sheehey*	
Rio Arriba County	Absent	Tomás Campos [arriving later]
Taos County	*Commissioner Jim Fambro*	
Town of Taos	*Mayor Daniel Barrone, Chair*	
Santa Fe County	*Commissioner Miguel Chávez*	
Nambé Pueblo	Absent	
Ohkay Owingeh		*Ms. Christy Van Buren*
Pojoaque Pueblo	*Mr. James Rivera*	

Santa Clara Pueblo		*Ms. Mary Lou Valério*
City of Santa Fe	*Councilor Joseph Maestas*	*Mr. Isaac Pino*
San Ildefonso Pueblo		*Ms. Lillian Garcia [later]*
Tesuque Pueblo	*Former Governor Charles Dorame*	
City of Española	*Councilor Tim Salazar*	
Town of Edgewood	*Councilor Chuck Ring*	
Rio Metro (ex officio)	*Ms. Elizabeth Carter*	

Staff Members Present
Mr. Anthony J. Mortillaro, Executive Director
Ms. Stacey McGuire, Projects and Grants Specialist
Mr. Troy Bingham, Finance Director
Mr. Peter Dwyer, Legal Counsel
Ms. Christina Lepisto, Marketing and Communications Specialist
Ms. Annette Granillo, Transit Operations Director
Ms. Daria Veprek, Human Resources Director
Mr. Jim Nagle, Public Information Officer

Others Present
Mr. Carl Boaz, Stenographer
Mr. Austin Fisher, Rio Grande Sun

4. INTRODUCTIONS

A representative of the Santa Claran Hotel welcomed the District Board to the hotel on the year of their 15th anniversary.

Ms. Valério also welcomed the Board on behalf of the Pueblo of Santa Clara and Governor Chavarria.

5. APPROVAL OF AGENDA

Councilman Rivera moved to approve the Agenda as presented. Councilor Maestas seconded the motion and it passed by unanimous (11-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, and Town of Taos and Tesuque Pueblo voting in favor and none

voting against. San Ildefonso Pueblo was not present for the vote.

6. APPROVAL OF MINUTES – July 8, 2016

Governor Dorame moved to approve the minutes of July 8, 2016 as amended. Commissioner Fambro seconded the motion and it passed by unanimous (10-0-1) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, and Tesuque Pueblo voting in favor and none voting against. San Ildefonso Pueblo was not present for the vote and Town of Taos abstained.

7. PUBLIC COMMENTS

There were no public comments.

Ms. Lillian Garcia arrived at 9:18.

PRESENTATION ITEMS:

A. Above and Beyond Quarterly Award

The Board presented the Above and Beyond Award to Keith Dalrymple.
Mr. Mortillaro shared the details of his performance and described how he stepped in to help with his work area. He is well respected by his team and supervisors. He helped in a crisis and went beyond what was expected. Mr. Dalrymple is an outstanding professional.

Chair Barrone presented a certificate of appreciation to him and thanked him for his service

Mr. Nagle took pictures.

ACTION ITEMS

B. Presentation and Discussion of the 2016 Rider Survey Findings

Mr. Nagle said the rider survey provided a lot of useful information and demographics which they will start implementing over time. Research and Polling did the survey this year for the District.

Mr. Tomás Campos arrived at 9:23.

Mr. Brian Sanderhoff and Matt Hughes reported on the findings.

Mr. Sanderhoff thanked the Board for the opportunity to do the ridership survey. Within the packet, the Board had a Power Point Presentation starting on page 16 and the full report. He shared the highlights including the methodology and listed the questions and responses from riders. His slides show only the top responses and addressed reasons for riding, how they heard of the service, how they reached the bus stop, where they caught the bus and their destination as well as a personal satisfaction rating. Satisfaction was quite high. Demographics were gathered in the survey and individual comments were solicited and received.

Mr. Mortillaro said the comparison with the survey five years ago, was very similar in results.

Mr. Sanderhoff said it was a different survey in 2011 and he kept some questions the same for comparisons. Some of the questions were improved to make it more scientific. In no areas did things move backwards.

Mr. Nagle clarified that no Board action is required but recommended that the survey be repeated every three years. Now we have a baseline so we can use this information for the future.

C. Discussion and Possible Action on a Memorandum of Agreement (MOA) between the Village of Taos Ski Valley (Village) and the North Central Regional Transit District (District)

Mr. Mortillaro said there are some changes for this year. The Village requested a different level (raised) of service, based on the numbers and schedule modifications. The District Staff priced it out for them and the cost is up in the $44,000 range. Part of the service involves Village funds, support from hotels, etc. The MOA is in the packet.

They will be exploring in the near future a modification of the corporation providing employee shuttles and their ridership will go down as a result and ours should increase. They asked the RTD to come up with a phased plan for employee transportation. We will present the plan and will present the options to the Board as well.

Commissioner Fambro said the RTD buses were always there. The employee buses were rarely full except at peak times. So he saw the demand for the public.

Mr. Mortillaro said they transported 14,000 more than when the town operated it. He thought they were requiring their employees to take it because of limited parking there. He explained to them that our funding is based on ridership so when they skim 8,000 riders from the District, it would affect 5311 funding and the contribution would have to go up until we get the ridership back for more 5311. Mr. Mortillaro thought they understood that.

Ms. McGuire said the enhancements discussed are a little heavier on peak mornings with a little earlier start. There should be a schedule that reflects those concerns. There would be three buses on the weekends.

Commissioner Fambro asked what they would do if the employee bus was not there.

Ms. McGuire said the biggest difficulty is that the staff shuttle did not have ADA lifts so they cannot perform public transit and all of ours have lifts. She foresaw coming up with a plan to meet most needs and have employee needs in it as well as public service.

Commissioner Fambro moved to accept the MOA. Councilor Salazar seconded the motion.

Councilor Maestas said the MOA alludes to a schedule in attachment A but that is not in the packet.

Mr. Mortillaro apologized and didn't know why. The schedule is a little different. Last year we did one bus. However, we did not want to leave anyone behind - so we had an emergency bus waiting in case it was needed. This year it has more frequency on weekends with three buses and that is reflected in their cost.

Councilor Sheehey supported the motion but was curious that when you add more service to get employees up there if it would provide more funding to the District. The key here is if we take their money to provide service, it affects our 5311 funding.

Chair Barrone said the Town of Taos wants to enhance the service in this coming year to help with it.

Commissioner Chávez felt this is similar to the Mountain Trail Route with different partners. The numbers are different but it is the same thing.

The motion passed by unanimous (12-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, City of Española, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, and Tesuque Pueblo voting in favor and none voting against. San Ildefonso Pueblo was not present for the vote.

D. Discussion and Consideration of Resolution 2016-34 Demonstrating the NCRTD Commitment to Provide the Local Share Upon §5311 Federal Funding Award in Federal Fiscal Year 2018 (FFY18)

Ms. McGuire explained that this is to demonstrate our commitment to local match. The NMDOT came out with a specific clarification. In years past, the District submitted a letter and that was sufficient but this year they stepped up the requirement to make the commitment before submitting the application. The District intends to apply for $5.6 million for FY 18 and expect the local match would not exceed a little over $2 million. The detail is in the packet.

Ms. Van Buren asked if they will be okay with the wording of the resolution with specific dollars.

Ms. McGuire agreed. She checked it with DOT and they found it sufficient.

Chair Barrone moved to approve Resolution 2016-34 Demonstrating the NCRTD Commitment to Provide the Local Share Upon §5311 Federal Funding Award in Federal Fiscal Year 2018 (FFY18). Commissioner Chávez seconded the motion and it passed by unanimous (13-0) roll call vote with

Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, City of Española, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo, Taos County, Town of Taos, and Tesuque Pueblo voting in favor and none voting against.

E. Discussion and Consideration of Resolution No. 2016-35 Approving the 4th Quarter Financial Report for FY 2016

Mr. Bingham said there is a new DFA form and he did not include the adjustment in the packet. This is required every year by DFA to report cash balances, etc. The District doesn't get audited until September and DFA wants this by July 30 each year. So this is as of July 26, 2016. Revenue has come in since that time so revenues move around here. He stated the numbers with $10.7 million in revenue. From this, DFA can see the District has enough funding to continue operating. The resolution on page 154 is what must be approved and submitted. The numbers are on pages 156 and 157. The $12.548 million should be $12.698 million and that is what the resolution should be.

Councilor Salazar moved to approve Resolution No. 2016-35 Approving the 4th Quarter Financial Report for FY 2016 as amended.

Councilor Maestas raised a point of order that a public hearing is required.

Mr. Dwyer said this report has to be submitted and he would recommend that the Board open it to public comment. He agreed with Councilor Maestas that a public hearing must be done.

Chair Barrone opened the public hearing and invited anyone wishing to comment.

There was no public comment and Chair Barrone closed the public hearing.

Councilor Maestas seconded the motion.

Councilman Rivera asked about the deadline.

Mr. Dwyer clarified that DFA wants it by July 30 each year. They granted an extension for these days this year, so it won't be an issue.

The motion passed by unanimous (13-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, City of Española, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo, Taos County, Town of Taos, and Tesuque Pueblo voting in favor and none voting against.

F. Discussion and Consideration of Investment of District Funds summary

Mr. Bingham said although this was scheduled to go to the Finance Subcommittee, it didn't go before them because they did not meet in July. He decreased the amount of money to be invested this time

because of several delays in receiving income and he wanted to make sure we had enough funds.

He mentioned brokered CDs and used Tesla in Nevada as an example. We will see more of these brokered CDs in the future, which typically make 70 bps. The highest investment is still at 100 bps but the District can only invest $245,000 because of FDIC limits. He briefly described the other earning rates with about 45 bps in Credit Union CDs. Treasuries have "been all over the place" and checking is only 5 bps so the overall average return is 40 bps. Earnings are $24,500 year to date. This is reviewed quarterly.

The Board had no questions.

Mr. Campos moved to accept the Investment of District Funds summary as presented. Councilor Sheehey seconded the motion.

Councilor Maestas said the Board has to pass every year by resolution but the policy was not in the packet.

Mr. Mortillaro said this quarterly report is part of our investment policy. He suggested taking that to the Finance Subcommittee for further discussion.

The motion passed by unanimous (12-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, City of Española, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo, Taos County, Town of Taos, and Tesuque Pueblo voting in favor and none voting against. Santa Clara Pueblo was not present for the vote.

DISCUSSION ITEMS:

G. Financial Report for June 2016

Mr. Bingham provided the financial report as of June 30, 2016. The District is still exceeding expenses and, as a consequence, will not have to use the fund balance for operations. He reviewed the revenues, including GRT by County and commented briefly. Overall, GRT exceeded the budget with 111% actual. Compared with previous years, we are doing well.

For Grant revenue, the District has received all vehicles and paid for all of them. The ADA shelters would carry forward. Capital expenditures totaled 66% of budget.

Mr. Bingham went through the expenses and commented briefly. He referred the Board to the page numbers in the packet that presented expenditures. Page 173 showed a comparison year by year.

Commissioner Fambro asked if there were capital encumbrances with that 66%.

Mr. Bingham said there was no encumbrance but they have bids out for phase 2.

He predicted the District should have sufficient funding in 2017.

H. Finance Subcommittee Report

Councilor Sheehey reported that the Finance Subcommittee did not meet in July.

I. Tribal Subcommittee Report

Gov. Dorame said the Subcommittee met and they had good meeting. There were no recommendations for action by the Board.

J. Executive Report and Comments from the Executive Director

Ms. Granillo provided a brief ridership report and referred to page 205 in the packet for details.

She reported on the Taos Line and the RTD portion. There were 9,251 passengers, which is a 5.1 % increase in ridership.

She said the performance reports begin on page 182. Vehicle maintenance was higher than normal with one transmission down. She also pointed out a reduction in demand response use as shown on page 196. The summary for paratransit was on page 201. She is making special efforts to keep no shows down.

Councilor Sheehey noticed that operating cost per mile and per trip are way up. He asked if that is temporary or what caused it.

Ms. Granillo said some it was because it is the end of the fiscal year when they must get more invoices paid.

Councilor Sheehey pointed out that the continuing average is in the reasonable range.

Ms. Granillo commented that paratransit can get much more expensive but our goal is to keep it low.

MATTERS FROM THE BOARD

Councilor Salazar commended the RTD Staff. There was a Veterans summit and staff were there. We take care of our veterans. Ms. Carter was there as well. He thought the RTD was a big part of the summit. They are still working with the veteran's transportation initiative and working with communities. He thanked the staff for a very good job.

MISCELLANEOUS

Ms. McGuire mentioned public input in Taos on August 17th at a location next to the Council Chambers that would focus on the Taos routes in Taos County. RTD will provide public transportation for people to make the event. It is from 5 to 7 pm.

Chair Barrone thanked Ms. McGuire. He related they had a person who had trouble getting from Taos to the train and Ms. McGuire helped her reach her destination.

ADJOURN

Councilor Maestas moved to adjourn the meeting. Ms. Valério seconded the motion and it passed by unanimous voice vote.

The meeting was adjourned at 10:40 a.m.

NEXT BOARD MEETING: September 9, 2016 at 9:00 a.m.

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date September 9, 2016

Agenda Item: A

Title: Discussion and Consideration of Resolution No. 2016-36 DESIGNATING AND AUTHORIZING OFFICIAL REPRESENTATIVES TO ACT ON BEHALF OF THE DISTRICT REGARDING STATE OF NEW MEXICO CAPTIAL APPROPRIATIONS

Prepared by: Peter Dwyer, Legal Counsel

Background:

This Resolution was drafted and prepared in order to comply with technical requirements of agreements between the District and the State of New Mexico, Department of Finance and Administrations, Local Government Division.

Summary:

The staff requests that the Board approve the attached resolution in order to comply with a contract requirement in the State's grant agreement contracts. The Contracts require a formal action by the Board designating and authorizing specific employees to perform grant administration functions including signing "Requests for Payment" which are the mechanism whereby the District receives the appropriated funds. The resolution has been drafted to permit the current administration by Pat Lopez, Financial Analyst but also to allow the District flexibility by permitting the Executive Director to designate other or subsequent official representatives as needed. The purpose and intent in preparing the resolution was to comply with the current "State of New Mexico Department of Finance Administration Fund 89200 Capital Appropriation Project" for acquisition

of buses and to be able to comply with similar future agreements without having to designate authorized agents every year.

Recommended Action: Approve the Resolution

Options/Alternatives: Amend the Resolution and Designate alternative official representative(s). The Board could choose not to approve the resolution but this would result in an inability to properly obtain funds appropriated by the New Mexico State Legislature.

Fiscal Impact: The current "State of New Mexico Department of Finance Administration Fund 89200 Capital Appropriation Project" agreement is for $93,000.00 in legislative appropriations. The Resolution assures compliance with that agreement and future agreements.

Attachments:

Resolution No. 2016-36

North Central Regional Transit District (NCRTD)
Resolution 2016 - 36

DESIGNATING AND AUTHORIZING OFFICIAL REPRESENTATIVES TO ACT ON BEHALF OF THE DISTRICT REGARDING STATE OF NEW MEXICO CAPTIAL APPROPRIATIONS

WHEREAS, the North Central Regional Transit District ("District") is a duly formed regional transit district and a separate political subdivision of the State of New Mexico pursuant to NMSA 1978, Section 73-25-4; and

WHEREAS, the District has sought and received capital appropriations from the State of New Mexico; and

WHEREAS, the capital appropriations are administered by the State of New Mexico, Department of Finance and Administration, Local Government Division ("LGD"); and

WHEREAS, the LGD's form agreements for conveying the appropriations to the District require the District to formally designate an official representative for purposes of administering the grant and performing related acts such as signing requests for payment; and

WHEREAS, Section X, (B) (v) of the Agreement states that "[t]he Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

NOW, THEREFORE BE IT RESOLVED by the NCRTD Board of Directors that:

The District hereby designates and authorizes the following persons as the District's official representatives in all matters related to agreements for State of New Mexico capital appropriations to the District:

The Executive Director and his or her designees, or in the Executive Director's discretion, the following current employee of the District.

Grantee: North Central Regional Transit District
Name: Pat Lopez
Title: Financial Analyst
Address: 1327 North Riverside Dr, Espanola, NM, 87532
Email: plopez@ncrtd.org
Telephone: 505-629-4710
FAX: 505-747-6647

_____
Daniel Barrone, Chairman

Approved as to form:

_____
Peter Dwyer, Counsel

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this____day of_____, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "LGD", and the **North Central Regional Transit District.** Hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2016, Chapter 81, Section 22, Para. 145 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

16-A2465 $93,000.00 Appropriation Reversion Date: 30-JUN-18
Laws of 2016, Chapter 81, Section 22, Paragraph 145, ninety-three thousand dollars ($93,000) to purchase and equip buses for the north central regional transit district in Santa Fe, Taos, Rio Arriba and Los Alamos counties;

The Grantee's total reimbursements shall not exceed the appropriation amount Ninety-Three Thousand Dollars (**$93,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars (**$0.00**), which equals Ninety-Three Thousand Dollars (**$93,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description”. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT’S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department’s Obligation to Reimburse[2] Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee’s expenditures were made pursuant to the Grantee’s legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and

(iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.
[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.

c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.

d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: North Central Regional Transit District District
Name: Pat Lopez
Title: Financial Analyst
Address: 1327 North Riverside Dr, Espanola, NM, 87532
Email: plopez@ncrtd.org
Telephone: 505-629-4710
FAX: 505-747-6647

Department: DFA/Local Government Division
Name: Ms. Susan Gonzales
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: Susane.gonzales@state.nm.us
Telephone: 505-827-4972
FAX: 505-827-4948

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2018**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** "expended" and an "expenditure" has ***not*** occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:
(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department’s sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and

(ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department may require directly

into a database maintained by the Department. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

(i) The Grantee must submit one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liablities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed $25,000; or
(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
(iii) Twenty (20) days from date of Early Termination; or
(iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance written approval.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable

time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

(iv)The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records

sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **North Central Regional Transit District District** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **North Central Regional Transit District District**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **North Central Regional Transit District District**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **North Central Regional Transit District District** or DFA/LGD.”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under Department of Finance and

Administration, Local Government Division (DFA/LGD) Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **North Central Regional Transit District District** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **North Central Regional Transit District District**'s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Grantee and the Division do hearby execute this Grant Agreement as of the date of the first above written.

THIS GRANT AGREEMENT has been approved by:

North Central Regional Transit District District

_____ _____
Signature of Official with Authority to Bind Grantee Date

_____
(Type or Print Name)

STATE OF NEW MEXICO)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by _____

_____
seal Notary Public

My Commission Expires: _____

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: _____ _____
Rick Lopez, Director Date

STATE OF NEW MEXICO)
)ss
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by _____

_____
seal Notary Public

My Commission Expires: _____

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1

☐ **PERIODIC REPORT** ☐ **FINAL REPORT**

Grantee: _____

Project Number: _____ **Reporting Period:** _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold □ Plan/Design □ Bid Documents □ Construction □
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

☐ **PERIODIC REPORT**

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT**

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

_____ _____
Grantee Representative/Title Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
Complete Mailing, including Suite, if applicable
_____
City State Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Grant Amount: _____
B. AIPP Amount (If Applicable) _____
C. Funds Requested to Date: _____
D. Amount Requested this Payment: _____
E. Grant Balance: $0.00
F. ☐ GF ☐ GOB ☐ STB (attach wire if 1st draw)
G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:

(check one) (Jan-Jun) ☐ (Jul-Dec) ☐ Fiscal Year

IV. Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this_____day
of_____, 20_____

Notary Public _____
My Commission expires _____

Grantee Representative

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this_____day
of_____, 20_____

Notary Public _____
My Commission expires _____

(Department Use Only)

Vendor Code: _____
Loc No.: _____
Fund No.: _____

Division Fiscal Officer Date	Division Project Manager Date
I certify that the Grantee financial and vendor file information agree with the above submitted information	I certify that the Grantee records and related appropriation laws agree with the above submitted information.

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3

DATE: _____

TO: Granteee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Project Number: 16-A2465

As the designated representative of the Department for the Grant Agreement number 16-A2465 entered into between Grantee and the Department, I certify that the Grantee has submitted to the department the following third party obligation executed in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract)#: _____
Vendor of Contractor: _____
Third party Obligation amount: _____
Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all of the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: _____
The Amount of this notice of Obligation to Reimburse: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Reimburse as of this Date: _____

Department Representative: _____

Title: _____

Signature: _____

Date: _____

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date September 9, 2016

Agenda Item - B

Title: Discussion and Consideration of Resolution No. 2016-37 Adopting a Policy for Disposition and Donation of Obsolete Property

Prepared By: Troy Bingham, Finance Director

Background:

The NCRTD is a "Local Government" for purposes of the state statutes regarding sale of public property (NMSA 1978, Sections 13-6-1 through 13-6-4). The attached draft policy was created because the District wanted a uniform and fair way to sell or donate its old property (and specifically its old vehicles) to member entities. The policy covers all personal property owned by the district and allows a great deal of flexibility on items valued under $5,000.00.

Summary:

1. **Current Process:**

At present the district typically prepares a brief inventory of vehicles that are obsolete due to age, mileage, or high repair costs. The Finance Director creates a list with recommended disposition. Then the "Property Disposal Committee" meets and reviews and approves the list. Staff keeps a hand written record of requests for excess property and periodically a member is given obsolete property. There has been little or no conflict to date over the donation of property.

2. **Proposed Process:**

In order to avoid possible conflicts over the donation of property the new policy provides a simple system for equitable distribution of the property in the event more than one member wants a vehicle or other obsolete District property. The rule is simply that the last person to receive District property goes to the back of the line.

In addition, the new policy integrates the Capital Asset Policy and Procedures so that the obsolete property can be removed from the District's inventory in an orderly fashion that will make it possible to properly account for the disposition of all its property. Many of the procedural requirements included in the new policy are mandated by statute and imposed to ensure strict accounting for public assets.

The new policy divides up the roles and responsibilities to ensure that there are checks and balances in place to ensure that valuable property is not declared obsolete and to ensure that both the staff and the board have assessed the property critically before selling or donating it.

The policy calls for specific written findings on criteria that are set forth in the statutes. The main findings are regarding whether an item is worth less than $5,000.00 or nothing and whether the property is obsolete and unusable by the District. These findings trigger procedural requirements under the law. For example, if a vehicle is not useful to the District but is valued over $5,000.00 the District can still dispose of the vehicle but requires Department of Finance and Administration approval.

The law does require some authentications that are unwieldy. The District is supposed to submit a signed and notarized instrument verifying the list to the Auditor. I do not believe this is standard practice followed by other local governments and the draft policy delegates authority to the staff to perform these duties. By approving this policy, the Board will be delegating the duty to authenticate all future obsolete property lists.

The last section of the policy is intended to ensure that district property does not generate "legacy" issues. The primary concerns are branding and liability. In terms of branding the District wishes to preserves its image as the "blue bus" by requiring recipients to change the appearance of the buses to break up the predominate color scheme. In terms of liability the District intends to take steps to ensure that the transfer of the vehicle does not leave an open title or the possibility of District liability for subsequent uses of the vehicle.

Recommended Action: Approve the Resolution. The Finance Committee considered alternatives potentially reducing the obligations of recipients to refinish vehicles (eliminating the "blue bus" look) but recommended adoption of the policy as proposed.

Options/Alternatives: Amend the Resolution to provide for alternative priorities when disposing of District property or with a more detailed system for resolving disputes should two or more members wish to allocate the property.

Fiscal Impact: Although the policy may net the District some funds if vehicles or other property are sold through negotiated sales, the most the District has received to date for a vehicle is $1,700.00 so it is not anticipated that the program will produce significant revenue.

Attachments:

- Resolution 2015-26
- Resolution 2012-25
- Old Form Disposition Resolution
- New Form Disposition Resolution No. 2016-37
- Example of Property Inventory

North Central Regional Transit District (NCRTD)
Resolution 2012 - 25

A RESOLUTION AUTHORIZING THE CREATION OF THE PROPERTY DISPOSAL COMMITTEE

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Section 73-25-1 et seq.); and

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation on the 14th day of September 2004; and

WHEREAS, the NCRTD is entering its 5th year of providing public transit services in North Central New Mexico and, from time to time, has property that is worn-out, unusable or obsolete to the extent that the item or items are no longer economical or safe for continued use by the NCRTD; and

WHEREAS, pursuant to Section 13-6-1 NMSA, NCRTD is required to designate a committee of at least three (3) members of the Board to approve and oversee the disposal of worn-out, obsolete or otherwise unusable property; and

WHEREAS, the NCRTD would follow Federal Transit Administration guidelines for disposal as applicable,

NOW, THEREFORE, BE IT RESOLVED by the NCRTD Board of Directors that a standing committee, with members to be appointed by the Chair, serve as the Property Disposal Committee. Membership on the committee shall consist of a minimum of three (3) members of the Board and not more than five (5) members. Membership on the committee shall commence upon the date of appointment by the Chair and shall continue until the Board meeting of November, 2013.

FURTHER, the duties of the Property Disposal Committee shall be to oversee the disposal of worn-out, obsolete or otherwise unusable property.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT that the Property Disposal Committee is hereby established.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 2ND DAY OF NOVEMBER 2012.

Daniel Barrone, Chairman

Approved as to form:

Peter Dwyer, Counsel

North Central Regional Transit District (NCRTD)

Resolution 2015-26

A Resolution Updating the December 7, 2012 Adopted Inventory/Capital Asset Policy

WHEREAS, the Board of Directors is the statutory governing body in and for the NCRTD and finds it in the best interest of the constituents of the NCRTD to establish polices to ensure the financial stability of the District; and

WHEREAS, the current Inventory/Capital Asset Policy was adopted on December 7, 2012; and

WHEREAS, the Finance Committee at their August 28, 2015 meeting reviewed draft changes to the District's Inventory/Capital Asset Policy and have recommended consideration of those changes to the Board of Directors; and

WHEREAS, the Board, after thorough consideration and upon recommendation of the Finance Committee and staff, find that it is prudent to amend the District's Inventory/Capital Asset Policy attached hereto.

NOW THEREFORE BE IT RESOLVED, BY THE NCRTD BOARD THAT THE ATTACHED INVENTORY/CAPITAL ASSET POLICY SHALL BE AND ARE HEREBY ADOPTED, AND ARE APPROVED AND ADOPTED THIS 4TH DAY OF SEPTEMBER 2015.

NOW THEREFORE LET IT BE FURTHER RESOLVED, THAT THE NCRTD BOARD DOES HEREBY DIRECT MANAGEMENT TO IMPLEMENT AND DEVELOP PROCEDURES TO INSURE APPROPRIATE ACCOUNTING AND MAXIMUM ACCOUNTABILITY IN ACCORDANCE WITH ALL LAWS AND REGULATION THAT PERTAIN TO THE INVENTORY/CAPITAL ASSET POLICY.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

SUBJECT: Inventory & ~~Fixed~~Capital Asset Policy & Procedures	**NUMBER:** FIN-05
EFFECTIVE DATE: ~~December 7, 2012~~September 4, 2015 by Resolution #~~15-~~XX2015-26	Adopted by Board Resolution ~~No. 2012-28 on December 7, 2012~~
AMENDS/SUPERSEDES: December 7, 2012 by Resolution #2012-28	**APPROVED:** ANTHONY J. MORTILLARO, EXECUTIVE DIRECTOR

1.0 **Objective**: The objective is to establish standards for the accounting for and the controlling of the ~~fixed~~capital assets acquired and owned by NCRTD. To accomplish this, subsequent sections of this rule describe the procedures for the acquisition of ~~fixed~~capital assets, the methods for assigning values to acquired assets (valuation), the methods of depreciating ~~fixed~~capital assets whether required or optional, the establishment of internal controls on ~~fixed~~capital assets, the procedures for conducting the annual inventory of ~~fixed~~capital assets, and the allowable methods for the disposition of ~~fixed~~capital assets.

2.0 **Coverage:**

This policy applies to all employees of the NCRTD. The NCRTD Finance Department is responsible for the implementation of this policy and procedures. All managers and supervisors are responsible for knowing, understanding and adhering to the provisions of this policy as applicable to their operations.

3.0 **Inventory Criteria for Tangible Personal Property**

A. **Current and accurate inventory records shall be maintained for the following:**
   1. Tangible Personal Property-$5,000 or more per item including improvements and renovations; or if donated, a fair market value at the time of donation of $5,000 per item. Tangible personal property intentionally acquired for resale or used in NCRTD activities as supplies are excluded.
   2. Licensed vehicles and rolling stock regardless of cost or donated market value at the time of donation.
   3. Sensitive property with an individual cost or fair market value at the time of donation of $1000 or more per item.
   4. Computer components with an individual cost of $500 or more per item.
   5. Leased property totaling $5,000 or more throughout the life of the lease.

B. **Tangible Personal Property Composed of Internal Parts**
   1. Assets that have internal parts that are necessary to the functioning of the asset are not required to be separately inventoried, and can be considered to be all one asset (inventory record) provided all of the following apply:

a) The internal parts are acquired to place the asset into service and function is required;
b) The life and utility of the internal parts are mainly independent on that of the asset, even if the acquired dates and vendors are different for each item;
c) The cost of each part is included in the aggregate total of the inventory record;
d) The internal parts are included in the description of the inventory record.

2. Should a Department acquire and install an internal part for an asset with an acquisition cost, of at least $500, after it has been placed into service and is functioning as intended, then any subsequent internal parts are considered as separate components and are inventoried separately as a component record. The same asset identification number (ID) is to be used as the original asset, except a suffix is to be added to the ID number that is unique only to the component.

4.0 Inventory Criteria for Real Property

A. Current and accurate inventory records shall be maintained for the following.
   1. Land, regardless of cost
   2. Buildings and land improvements with an actual or estimated cost, or if donated, a market value of $5,000 or more per item.
   3. Real property intentionally acquired through a lease at an insignificant cost and solely as a legal mechanism to disburse bond monies is excluded.
   4. Improvements and renovations to an existing building with an actual or estimated cost, or if donated a market value of more than $100,000 per building component.
   5. Leased property totaling $5,000 or more throughout the life of the lease.

B. The Finance Department will keep a record of infrastructure.

5.0 Use of Property

A. Items acquired should be used for the departments business only. Additional requirement apply if items were purchased with federal grant money. Refer to the Federal Transit Administration (FTA).

6.0 Annual Physical Inventories

A. It is the NCRTD policy to complete timely physical inventories for all assets on an annual basis to ensure the accuracy and reliability of the inventory. Physical inventories should be completed in accordance with the frequency and dates prescribed by the Finance Department.

7.0 Inventory Valuation Basis

A. ~~Fixed~~Capital assets, including leased items, are entered in the inventory at the cost arrived at after deducting trade discounts and without considering any trade-ins.

B. Parts, supplies and materials are valued on the weighted average basis. Each time such items are purchased at a price different from the average price of the quantity remaining on hand, a new average cost must be computed.

8.0 Disposal of Excess/Obsolete Inventory

A. Use the most practical and cost effective method of disposal. The Requirements set forth in NMSA 1978 Chapter 13-6-1 and NCRTD Resolution 2012-25, must be followed when disposing of ~~fixed~~capital assets and inventory.

B. When disposing of property acquired through the use of federal funds, additional steps are required. Please refer to the Federal Transit Authority.

C. Excess computer-related equipment/software should be offered to other departments, within the NCRTD first.

D. Inter-department Transfers

1. Managers should ensure excess items are no longer needed before transferring to another department.
2. A ~~fixed~~capital asset transfer form must be completed and forwarded to the Finance Department .

E. Public Auction/Public sale

1. Items not otherwise disposed of through other means should be sold at public auction or public sale, as provided by NMSA 13-6-1.

F. On-site Disposal

1. The on-site destruction method of disposal of property is applicable to obsolete inventory either damaged beyond repair or where it is otherwise not fiscally feasible to dispose of via any other method. In the situation where items are disposed of on site, the following steps must take place:
   a. Items should be damaged beyond repair before being disposed.
   b. An impartial individual should witness the destruction and sign appropriate documentation stating they witnessed the item was destroyed beyond repair.
   c. All documentation related to such destruction should be maintained on site for a minimum of three years.

9.0 Stolen/Missing Property

A. All NCRTD personnel involved in or responsible for any task of maintaining NCRTD property inventories, including a physical inventory, shall notify the department supervisor of any tangible property shown on the current active property report, but cannot be found and/or is suspected of being stolen.

B. A reasonable amount of effort should be made by the department supervisor to determine the whereabouts of the missing items or the reason(s) for their disappearance prior to taking further action.

C. The notified department supervisor shall review the reported inventory exceptions and, if necessary, will contact the local police requesting an investigation/report. As a guide, the local police should be contacted if the total dollar value of the missing property is in excess of $300. This dollar amount is being provided as a guide only, if the department supervisor feels there is a need to contact the local police; they may do so regardless of the dollar value of the missing items; or the notice a repeated behavior or pattern of missing items.

10.0~~10.0~~ Capitalization of ~~Fixed~~ Capital Assets

A. ~~A.~~ The capitalized cost of a capital asset should include all taxes, fees, permit cost, shipping, and installation. Donated assets will be recognized at Fair Market Value at time of acquisition.

B. Repair and replacement type activities should not be recognized as capital assets unless removal of asset value is possible and reflects a significant increase in the useful life of the resulting asset from the initial asset effected.

C. In accordance with Governmental Accounting Standards Board Statement 51 (GASB 51), the District will recognize intangible assets as clarified. Computer software is considered an intangible asset since it represents competitive advantages developed or acquired by an organization.

~~Computer software is considered an intangible asset since it represents competitive advantages developed or acquired by an organization. Therefore, computer software does not meet the NCRTD's capitalization of fixed asset criteria.~~

~~B.~~

D. P~~Modular furniture (p~~arts requiring assembly with other parts~~)~~ do~~es~~ not meet the NCRTD's capitalization of capital ~~fixed~~ assets criteria; only individual ~~fixeda~~Assets (quantities of one that exceed $5,000) are reflected in the official financial statements of the District~~recorded~~. Every effort will be made to recognize assets individually to reflect accurate useful lives and depreciation.

11.0 Federal Common Rule Authority and the NCRTD's Capital ~~Fixed~~ Asset Accounting Policies

A. Departments are responsible for adhering to these policies. They are applicable when NCRTD property meets the criteria of a capital~~fixed~~ asset as established and defined by the Finance Department.

B. Each department is responsible for adhering to the Federal Common Rule Section 32 and FTA, related to equipment obtained through Federal Grants and FTA.

Training:

There is no training mandated for the implementation of this policy or the statutes identified as the authority for this function.

Definitions:

Equipment: Rolling stock, office equipment, computers, cameras, garage equipment, tools or any other item used to conduct NCRTD business.

1. "Betterment" means a replacement or major renovation of an existing asset or unit of an existing asset by an improved or superior asset or unit, the effect of which is to improve the efficiency of the primary asset or lengthen the remaining service life.
2. "Component" means a separately identifiable part of an asset that is more meaningfully defined as an aggregate assembly.
3. "Depreciation" means the method applied to allocating the cost of a ~~fixed~~capital asset over the duration of its useful life.
4. "~~Fixed~~Capital Asset" means any property or equipment that has an initial value to NCRTD, whether in cash or trade value, of more than five thousand

dollars ($5,000). It is not acquired for subsequent sale or consumption but for utilization in the course of a department's normal operations in producing and distributing goods or rendered services. The asset is expected to be used or held beyond the fiscal year in which it was acquired with being consumed by its use. ~~Fixed~~Capital assets include those assets constructed by department personnel. This $5,000 threshold for capitalization is a minimum and does not preclude departments from controlling assets of lesser value through their ~~fixed~~capital systems when such control is desirable or appropriate.

5. "~~Fixed~~Capital Asset Coordinator" means an individual within a department or a section of a department who is responsible for controlling and accounting for the ~~fixed~~capital assets in the custody and use of the department or section.
6. "General ~~fixed~~capital assets" means those assets acquired by governmental funds, and not accounted for directly in the real accounts of such funds.
7. "General ~~fixed~~capital asset account group" means those accounts used to record and track ~~fixed~~capital assets acquired by "governmental funds." These "funds" include the Gross Receipts Tax fund, the Federal grants fund, and the capital project fund. Assets are recorded in these accounts, along with any betterments, impairments or depreciation. Assets are carried in this account group to recognize that they are not a component of fund balance available for appropriation.
8. "Object code" means the expenditure accounting code that indicates the category of benefits for which money was spent.
9. "Physical inventory" means the process of verifying that ~~fixed~~capital assets owned by NCRTD, are present in their assigned custody and location, and evaluating their condition.
10. "Proprietary funds" means those funds used to account for the provision of services by a government entity to other government entities or to the public. The financial objective of such funds is to recover through user charges to full cost (including depreciation) of operations.
11. "Tag" means any label or marking that is permanently affixed to a ~~fixed~~capital asset, including indelible ink or dyes, numbers physically stamped into the ~~fixed~~capital asset, adhesive labels or barcodes, and metal tags.

Inventory Label: a self-adhesive tag or comparable electronic medium device used to safeguard and identify inventoried tangible personal property with a department unique serialized asset ID number by affixing it to an asset.

Lease ~~Fixed~~Capital Assets: a lease is an agreement between two parties in which the NCRTD makes periodic payments to another party for the right to use the property for a stated period of time. The item is considered a 'capital lease' and should be included in the ~~fixed~~capital asset system if the lease meets at least one of the four criteria listed below:

1. Lease transfers ownership to the NCRTD during or at the end of the lease term.
2. Lease contains a bargain purchase option which is a provision to buy the property at a very favorable price.
3. Lease term is equal to or greater than 75% of the estimated economic life of the leased property. (Not applicable if the beginning of the lease term falls

within the last 25% of the total estimated economic life of the leased property.)

4. Present value of the minimum lease payment equals or exceeds 90% of the fair market value of the leased property. Minimum lease payments generally equal the property rental payments excluding executor costs such as maintenance and insurance.

Licensed Vehicles: all NCRTD vehicles, including renovations and improvements, having a useful life of more than one year, including trailers whether self-propelled or not, that are capable of being licensed through the Motor Vehicle Division, and can be used for over-the-road transportation.

Obsolete Items: Equipment or supplies that are worn out or no longer needed because they are outdated and can no longer be used anywhere within NCRTD.

Property: assets that are owned, subject to ownership, or in effect are owned by the NCRTD. Assets subject to ownership or in effect are owned by the NCRTD would include items being acquired by lease purchase, where the lease purchase contract transfers ownership of property to the NCRTD during or at the end of the lease term. Additionally, assets that are acquired by a capital lease are included where the lease meets one of the four criteria used for determining if a lease is a capital lease.

Real Property: Land and whatever is erected or affixed to land, excluding infrastructure. Major classifications of real property are land, land improvements and buildings. Land improvements include, but are not limited to landscape, sidewalks, parking lots, shelters, storm sewers, towers, storage tanks, etc. Buildings include, but are not limited to, improvements and renovations.

Sensitive Property: Tangible personal property that is highly popular and vulnerable to theft. This includes, but is not limited to, internal components. See Appendix 1.

Supplies: Items consumed or expended when used in the operation of NCRTD activities, or acquired for resale, or have a useful life of less than one year.

Tangible Personal Property: all property that has a real existence (physical) and a useful life of one year or more, excluding real property and intangible personal property, such as software and copyrights. Tangible personal property includes, but is not limited to, equipment, machinery, tools, furniture, office furniture and non-licensed vehicles including renovations and improvements. Tangible personal property is considered real property (building fixtures) when permanently attached and made part of a building in such a way that removal alters the intended use of the facility or site. Thus, it becomes subject to the real property inventory reporting threshold.

APPENDIX 1

North Central Regional Transit District Sensitivity List

Each Department is required to inventory the sensitive property included on this list. The list should not be considered as all inclusive, but is intended to be used as a guide. There may be other items in the general classifications not listed which are subject to the $100 sensitivity threshold.

AUDIO VISUAL EQUIPMENT (example: televisions, VCRs, overhead projector/ camcorder, cameras)

COMMUNICATION EQUIPMENT (example: mobile radio/walkie-talkie/scanners, cellular phones)

GARAGE TOOLS (example: photo volt meters, battery chargers/testers, jack (10-12 ton), Pellet, show shovel plows, trash cans, air compressors, tire balancer, tool boxes, dolly, step ladders, pressure washers)

HAND TOOLS (example: drills, sanders, grinders, circular saws, chain saws, small electronic hand tools, etc.)

MISCELLANEOUS OFFICE EQUIPMENT (example: microwaves, refrigerators, air conditioners, dishwashers, small household appliances, etc.)

OFFICE EQUIPMENT (example: calculators, electric staplers, digital telephones, electronic binder machines, laminators, etc.)

OFFICE MACHINES (example: computers, printers-computer connected/pc related, facsimile machines)

~~Fixed~~Capital Asset Inventory Procedures and Guidelines

I. Inventory records for licensed vehicles should be maintained via the Finance Department.

II. All tangible personal property required to be inventoried by this policy shall each be affixed with at least one inventory label, except where the following items or conditions apply:
   a. Licensed/owned vehicles;
   b. Internal components of an original asset;
   c. Items not having an appropriate outside surface area or other physical configuration to allow placement of an inventory label;
   d. Assets subject to environmental conditions not allowing the inventory label to remain affixed to the items throughout their useful life;
   e. Modular furniture that requires attachment to other modular furniture in order to perform its intended function;
   f. Antiques and/or museum items

III. Inventory numbers, once assigned, shall not be transferred from one asset to another or altered in any way.

IV. In order to facilitate the property identification and physical inventories the following apply to inventory labels and/or security labels: (See GUIDELINES FOR THE PLACEMENT OF INVENTORY LABELS)

V. Inventory Record Activity
   a. Transactions related to ~~fixed~~capital assets and supply inventories shall be recorded on the appropriate inventory form and inventory system.
   b. Physical inventories shall be reported on the inventory form. Each Department shall complete and sign an inventory form upon the completion of the physical inventory for the respective inventory types. All forms shall be signed by the department Manager & Supervisor and submitted to the Finance Department.
   c. The physical inventory does not relieve staff members of the responsibility for making intermittent checks to determine correctness of the inventory.
   d. Maintenance items (signage schedule holders and material related to maintaining bus shelters) need to be maintained regardless of cost. Garage inventory items are defined by the Finance Department.

VI. Suggested Procedures for the Various Methods of Disposal

The NCRTD Disposal form will be completed, the appropriate method indicated, and the inventory ID label attached (if available) and submitted to the Finance Department .

Guidelines for the Placement of Inventory Labels

Labels should be uniformly located on similar types of property. Recommended placement is prescribed below:

a. Inventory labels should be easily visible with moving the asset;
b. Inventory labels should not impede regular use of the asset;
c. Place inventory labels on the permanent part of the asset;
d. Whenever possible, do not place inventory labels on the bottom, back, or inside drawers of an asset;
e. In executive areas, or areas with furniture. do not deface the décor, or exterior facades;
f. An alternate method of etching, stenciling or painting the inventory number onto the asset can be used instead of an inventory label when a department chooses not affix an inventory label due to items noted in section IV of these procedures;
g. Weather proof paint or weather proof paint markers must be used if painting the inventory number onto the asset.

Examples of placement on Assets:

1. Desks, credenzas – affix where easily accessible, on the front, inside, right side of the item.
2. Table, chairs, stools, sofas, etc. – affix where easily accessible, placed vertically on the front, right leg.
3. Files, cabinets, lockers, racks, bookcases, etc. – affix on the right side, the front, top left corner of the item.
4. Office equipment/machines, computer/accessories and audio/visual equipment – affix to a clean, flat surface, on the front right top corner.
5. Power tools, machinery – affix or etch on a place which is easily accessible on clean flat surface.
6. Small had tools – affix or etch onto a clean, flat surface, on a place which is easily accessible.
7. Rolling stock- Label will be affixed on the inside seam of the driver door jam, near VIN number plate.

NORTH CENTRAL REGIONAL TRANSIT DISTRICT	
SUBJECT: Inventory & Capital Asset Policy & Procedures	**NUMBER:** FIN-05
EFFECTIVE DATE: September 4, 2015	Adopted by Board Resolution Resolution #2015-26
AMENDS/SUPERSEDES: December 7, 2012 by Resolution #2012-28	**APPROVED:** ANTHONY J. MORTILLARO, EXECUTIVE DIRECTOR

1.0 Objective: The objective is to establish standards for the accounting for and the controlling of the capital assets acquired and owned by NCRTD. To accomplish this, subsequent sections of this rule describe the procedures for the acquisition of capital assets, the methods for assigning values to acquired assets (valuation), the methods of depreciating capital assets whether required or optional, the establishment of internal controls on capital assets, the procedures for conducting the annual inventory of capital assets, and the allowable methods for the disposition of capital assets.

2.0 Coverage:

This policy applies to all employees of the NCRTD. The NCRTD Finance Department is responsible for the implementation of this policy and procedures. All managers and supervisors are responsible for knowing, understanding and adhering to the provisions of this policy as applicable to their operations.

3.0 Inventory Criteria for Tangible Personal Property

A. Current and accurate inventory records shall be maintained for the following:

1. Tangible Personal Property-$5,000 or more per item including improvements and renovations; or if donated, a fair market value at the time of donation of $5,000 per item. Tangible personal property intentionally acquired for resale or used in NCRTD activities as supplies are excluded.
2. Licensed vehicles and rolling stock regardless of cost or donated market value at the time of donation.
3. Sensitive property with an individual cost or fair market value at the time of donation of $1000 or more per item.
4. Computer components with an individual cost of $500 or more per item.
5. Leased property totaling $5,000 or more throughout the life of the lease.

1. Assets that have internal parts that are necessary to the functioning of the asset are not required to be separately inventoried, and can be considered to be all one asset (inventory record) provided all of the following apply:

a) The internal parts are acquired to place the asset into service and function is required;
b) The life and utility of the internal parts are mainly independent on that of the asset, even if the acquired dates and vendors are different for each item;
c) The cost of each part is included in the aggregate total of the inventory record;
d) The internal parts are included in the description of the inventory record.

2. Should a Department acquire and install an internal part for an asset with an acquisition cost, of at least $500, after it has been placed into service and is functioning as intended, then any subsequent internal parts are considered as separate components and are inventoried separately as a component record. The same asset identification number (ID) is to be used as the original asset, except a suffix is to be added to the ID number that is unique only to the component.

4.0 Inventory Criteria for Real Property

A. Current and accurate inventory records shall be maintained for the following.
1. Land, regardless of cost
2. Buildings and land improvements with an actual or estimated cost, or if donated, a market value of $5,000 or more per item.
3. Real property intentionally acquired through a lease at an insignificant cost and solely as a legal mechanism to disburse bond monies is excluded.
4. Improvements and renovations to an existing building with an actual or estimated cost, or if donated a market value of more than $100,000 per building component.
5. Leased property totaling $5,000 or more throughout the life of the lease.

B. The Finance Department will keep a record of infrastructure.

5.0 Use of Property

A. Items acquired should be used for the departments business only. Additional requirement apply if items were purchased with federal grant money. Refer to the Federal Transit Administration (FTA).

6.0 Annual Physical Inventories

A. It is the NCRTD policy to complete timely physical inventories for all assets on an annual basis to ensure the accuracy and reliability of the inventory. Physical inventories should be completed in accordance with the frequency and dates prescribed by the Finance Department.

7.0 Inventory Valuation Basis

A. Capital assets, including leased items, are entered in the inventory at the cost arrived at after deducting trade discounts and without considering any trade-ins.

B. Parts, supplies and materials are valued on the weighted average basis. Each time such items are purchased at a price different from the average price of the quantity remaining on hand, a new average cost must be computed.

8.0 Disposal of Excess/Obsolete Inventory

A. Use the most practical and cost effective method of disposal. The Requirements set forth in NMSA 1978 Chapter 13-6-1 and NCRTD Resolution 2012-25, must be followed when disposing of capital assets and inventory.

B. When disposing of property acquired through the use of federal funds,

additional steps are required. Please refer to the Federal Transit Authority.

C. Excess computer-related equipment/software should be offered to other departments, within the NCRTD first.

D. Inter-department Transfers
   1. Managers should ensure excess items are no longer needed before transferring to another department.
   2. A capital asset transfer form must be completed and forwarded to the Finance Department .

E. Public Auction/Public sale
   1. Items not otherwise disposed of through other means should be sold at public auction or public sale, as provided by NMSA 13-6-1.

F. On-site Disposal
   1. The on-site destruction method of disposal of property is applicable to obsolete inventory either damaged beyond repair or where it is otherwise not fiscally feasible to dispose of via any other method. In the situation where items are disposed of on site, the following steps must take place:
      a. Items should be damaged beyond repair before being disposed.
      b. An impartial individual should witness the destruction and sign appropriate documentation stating they witnessed the item was destroyed beyond repair.
      c. All documentation related to such destruction should be maintained on site for a minimum of three years.

9.0 Stolen/Missing Property

A. All NCRTD personnel involved in or responsible for any task of maintaining NCRTD property inventories, including a physical inventory, shall notify the department supervisor of any tangible property shown on the current active property report, but cannot be found and/or is suspected of being stolen.

B. A reasonable amount of effort should be made by the department supervisor to determine the whereabouts of the missing items or the reason(s) for their disappearance prior to taking further action.

C. The notified department supervisor shall review the reported inventory exceptions and, if necessary, will contact the local police requesting an investigation/report. As a guide, the local police should be contacted if the total dollar value of the missing property is in excess of $300. This dollar amount is being provided as a guide only, if the department supervisor feels there is a need to contact the local police; they may do so regardless of the dollar value of the missing items; or the notice a repeated behavior or pattern of missing items.

10.0 Capitalization of Capital Assets

A. The capitalized cost of a capital asset should include all taxes, fees, permit cost, shipping, and installation. Donated assets will be recognized at Fair Market Value at time of acquisition.

B. Repair and replacement type activities should not be recognized as capital assets unless removal of asset value is possible and reflects a significant increase in

C. In accordance with Governmental Accounting Standards Board Statement 51

(GASB 51), the District will recognize intangible assets as clarified. Computer software is considered an intangible asset since it represents competitive advantages developed or acquired by an organization.

D. Parts requiring assembly with other parts do not meet the NCRTD's capitalization of capital assets criteria; only individual assets (quantities of one that exceed $5,000) are reflected in the official financial statements of the District. Every effort will be made to recognize assets individually to reflect accurate useful lives and depreciation.

11.0 Federal Common Rule Authority and the NCRTD's Capital Asset Accounting Policies

A. Departments are responsible for adhering to these policies. They are applicable when NCRTD property meets the criteria of a capital asset as established and defined by the Finance Department.

B. Each department is responsible for adhering to the Federal Common Rule Section 32 and FTA, related to equipment obtained through Federal Grants and FTA.

Training:

There is no training mandated for the implementation of this policy or the statutes identified as the authority for this function.

Definitions:

Equipment: Rolling stock, office equipment, computers, cameras, garage equipment, tools or any other item used to conduct NCRTD business.

1. "Betterment" means a replacement or major renovation of an existing asset or unit of an existing asset by an improved or superior asset or unit, the effect of which is to improve the efficiency of the primary asset or lengthen the remaining service life.
2. "Component" means a separately identifiable part of an asset that is more meaningfully defined as an aggregate assembly.
3. "Depreciation" means the method applied to allocating the cost of a capital asset over the duration of its useful life.
4. "Capital Asset" means any property or equipment that has an initial value to NCRTD, whether in cash or trade value, of more than five thousand dollars ($5,000). It is not acquired for subsequent sale or consumption but for utilization in the course of a department's normal operations in producing and distributing goods or rendered services. The asset is expected to be used or held beyond the fiscal year in which it was acquired with being consumed by its use. Capital assets include those assets constructed by department personnel. This $5,000 threshold for capitalization is a minimum and does not preclude departments from controlling assets of lesser value through their capital systems when such control is desirable or appropriate.
5. "Capital Asset Coordinator" means an individual within a department or a section of a department who is responsible for controlling and accounting for the capital assets in the custody and use of the department or section.

6. "General capital assets" means those assets acquired by governmental funds, and not accounted for directly in the real accounts of such funds.
7. "General capital asset account group" means those accounts used to record and track capital assets acquired by "governmental funds." These "funds" include the Gross Receipts Tax fund, the Federal grants fund, and the capital project fund. Assets are recorded in these accounts, along with any betterments, impairments or depreciation. Assets are carried in this account group to recognize that they are not a component of fund balance available for appropriation.
8. "Object code" means the expenditure accounting code that indicates the category of benefits for which money was spent.
9. "Physical inventory" means the process of verifying that capital assets owned by NCRTD, are present in their assigned custody and location, and evaluating their condition.
10. "Proprietary funds" means those funds used to account for the provision of services by a government entity to other government entities or to the public. The financial objective of such funds is to recover through user charges to full cost (including depreciation) of operations.
11. "Tag" means any label or marking that is permanently affixed to a capital asset, including indelible ink or dyes, numbers physically stamped into the capital asset, adhesive labels or barcodes, and metal tags.

Inventory Label: a self-adhesive tag or comparable electronic medium device used to safeguard and identify inventoried tangible personal property with a department unique serialized asset ID number by affixing it to an asset.

Lease Capital Assets: a lease is an agreement between two parties in which the NCRTD makes periodic payments to another party for the right to use the property for a stated period of time. The item is considered a 'capital lease' and should be included in the capital asset system if the lease meets at least one of the four criteria listed below:

1. Lease transfers ownership to the NCRTD during or at the end of the lease term.
2. Lease contains a bargain purchase option which is a provision to buy the property at a very favorable price.
3. Lease term is equal to or greater than 75% of the estimated economic life of the leased property. (Not applicable if the beginning of the lease term falls within the last 25% of the total estimated economic life of the leased property.)
4. Present value of the minimum lease payment equals or exceeds 90% of the fair market value of the leased property. Minimum lease payments generally equal the property rental payments excluding executor costs such as maintenance and insurance.

Licensed Vehicles: all NCRTD vehicles, including renovations and improvements, having a useful life of more than one year, including trailers whether self-propelled or not, that are capable of being licensed through the Motor Vehicle Division, and can be used for over-the-road transportation.

Obsolete Items: Equipment or supplies that are worn out or no longer needed because they are outdated and can no longer be used anywhere within NCRTD.

Property: assets that are owned, subject to ownership, or in effect are owned by the NCRTD. Assets subject to ownership or in effect are owned by the NCRTD would include items being acquired by lease purchase, where the lease purchase contract transfers ownership of property to the NCRTD during or at the end of the lease term. Additionally, assets that are acquired by a capital lease are included where the lease meets one of the four criteria used for determining if a lease is a capital lease.

Real Property: Land and whatever is erected or affixed to land, excluding infrastructure. Major classifications of real property are land, land improvements and buildings. Land improvements include, but are not limited to landscape, sidewalks, parking lots, shelters, storm sewers, towers, storage tanks, etc. Buildings include, but are not limited to, improvements and renovations.

Sensitive Property: Tangible personal property that is highly popular and vulnerable to theft. This includes, but is not limited to, internal components. See Appendix 1.

Supplies: Items consumed or expended when used in the operation of NCRTD activities, or acquired for resale, or have a useful life of less than one year.

Tangible Personal Property: all property that has a real existence (physical) and a useful life of one year or more, excluding real property and intangible personal property, such as software and copyrights. Tangible personal property includes, but is not limited to, equipment, machinery, tools, furniture, office furniture and non-licensed vehicles including renovations and improvements. Tangible personal property is considered real property (building fixtures) when permanently attached and made part of a building in such a way that removal alters the intended use of the facility or site. Thus, it becomes subject to the real property inventory reporting threshold.

APPENDIX 1

North Central Regional Transit District Sensitivity List

Each Department is required to inventory the sensitive property included on this list. The list should not be considered as all inclusive, but is intended to be used as a guide. There may be other items in the general classifications not listed which are subject to the $100 sensitivity threshold.

AUDIO VISUAL EQUIPMENT (example: televisions, VCRs, overhead projector/ camcorder, cameras)

COMMUNICATION EQUIPMENT (example: mobile radio/walkie-talkie/scanners, cellular phones)

GARAGE TOOLS (example: photo volt meters, battery chargers/testers, jack (10-12 ton), Pellet, show shovel plows, trash cans, air compressors, tire balancer, tool boxes, dolly, step ladders, pressure washers)

HAND TOOLS (example: drills, sanders, grinders, circular saws, chain saws, small electronic hand tools, etc.)

MISCELLANEOUS OFFICE EQUIPMENT (example: microwaves, refrigerators, air conditioners, dishwashers, small household appliances, etc.)

OFFICE EQUIPMENT (example: calculators, electric staplers, digital telephones, electronic binder machines, laminators, etc.)

OFFICE MACHINES (example: computers, printers-computer connected/pc related, facsimile machines)

Capital Asset Inventory Procedures and Guidelines

I. Inventory records for licensed vehicles should be maintained via the Finance Department.

II. All tangible personal property required to be inventoried by this policy shall each be affixed with at least one inventory label, except where the following items or conditions apply:
   a. Licensed/owned vehicles;
   b. Internal components of an original asset;
   c. Items not having an appropriate outside surface area or other physical configuration to allow placement of an inventory label;
   d. Assets subject to environmental conditions not allowing the inventory label to remain affixed to the items throughout their useful life;
   e. Modular furniture that requires attachment to other modular furniture in order to perform its intended function;
   f. Antiques and/or museum items

III. Inventory numbers, once assigned, shall not be transferred from one asset to another or altered in any way.

IV. In order to facilitate the property identification and physical inventories the following apply to inventory labels and/or security labels: (See GUIDELINES FOR THE PLACEMENT OF INVENTORY LABELS)

V. Inventory Record Activity
   a. Transactions related to capital assets and supply inventories shall be recorded on the appropriate inventory form and inventory system.
   b. Physical inventories shall be reported on the inventory form. Each Department shall complete and sign an inventory form upon the completion of the physical inventory for the respective inventory types. All forms shall be signed by the department Manager & Supervisor and submitted to the Finance Department.
   c. The physical inventory does not relieve staff members of the responsibility for making intermittent checks to determine correctness of the inventory.
   d. Maintenance items (signage schedule holders and material related to maintaining bus shelters) need to be maintained regardless of cost. Garage inventory items are defined by the Finance Department.

VI. Suggested Procedures for the Various Methods of Disposal

The NCRTD Disposal form will be completed, the appropriate method indicated, and the inventory ID label attached (if available) and submitted to the Finance Department .

Guidelines for the Placement of Inventory Labels

Labels should be uniformly located on similar types of property. Recommended placement is prescribed below:

a. Inventory labels should be easily visible with moving the asset;
b. Inventory labels should not impede regular use of the asset;
c. Place inventory labels on the permanent part of the asset;
d. Whenever possible, do not place inventory labels on the bottom, back, or inside drawers of an asset;
e. In executive areas, or areas with furniture. do not deface the décor, or exterior facades;
f. An alternate method of etching, stenciling or painting the inventory number onto the asset can be used instead of an inventory label when a department chooses not affix an inventory label due to items noted in section IV of these procedures;
g. Weather proof paint or weather proof paint markers must be used if painting the inventory number onto the asset.

Examples of placement on Assets:

1. Desks, credenzas – affix where easily accessible, on the front, inside, right side of the item.
2. Table, chairs, stools, sofas, etc. – affix where easily accessible, placed vertically on the front, right leg.
3. Files, cabinets, lockers, racks, bookcases, etc. – affix on the right side, the front, top left corner of the item.
4. Office equipment/machines, computer/accessories and audio/visual equipment – affix to a clean, flat surface, on the front right top corner.
5. Power tools, machinery – affix or etch on a place which is easily accessible on clean flat surface.
6. Small had tools – affix or etch onto a clean, flat surface, on a place which is easily accessible.
7. Rolling stock- Label will be affixed on the inside seam of the driver door jam, near VIN number plate.

North Central Regional Transit District (NCRTD)

Resolution No. 2016-23

APPROVAL TO DISPOSE AND DONATE NCRTD OBSOLETE FLEET

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Section 73-25-1 et seq.); and

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation on the 14th day of September 2004; and

WHEREAS, the NCRTD staff is entering its 9th year of providing public transit services in North Central New Mexico and, from time to time, has property that is worn-out, unusable or obsolete to the extent that the item or items are no longer economical or safe for continued use by the NCRTD; and

WHEREAS, the NCRTD Property Disposal Committee met on June 10, 2016 to inspect the recommended disposal of obsolete fleet and certain miscellaneous District Property in which it was determined to be obsolete and has met its useful life. The attached list "2016 Rolling Stock Disposal Priority Justification" describes all items approved by the committee and categorized by the proposed method of disposal.

NOW, THEREFORE BE IT RESOLVED THAT the North Central Regional Transit District Board adopts the disposal and donation of all reviewed and recommended obsolete fleet (attachment 2016 Rolling Stock Disposal Priority Justification), by the NCRTD Property Disposal Committee on June 10, 2016.

ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 10th DAY OF JUNE, 2016.

For

Daniel Barrone, Chairman

Approved as to form:

Peter Dwyer, Counsel

March/ Comm Fee Apply

2016 FLEET DISPOSAL PRIORITY LIST

QTY.	UNIT #	PLA	#	YEAR	VIN NUMBER	MAKE	MODEL	GVW	LENGTH	SEATS	CONFIG	MILEAGE	JUSTIF CODE	DISPOSITION
1	T-536	0015	/G	2009	1FDEE35L49DA52776	FORD/GOSHEN	E-350	12,500	20'	13	CUTAWAY	156,150	A,B. TRANSMISSION	CANNIBALIZE
2	T-552	G-8	0	2010	1FDEE3FL5ADA55897	FORD/STARTRANS	E-350	11,500	20'	14	CUTAWAY	131,373	A,B, NO LIFT	DONATE
3	T-561	G-8	4	2011	1FTDS3EL4BDB25739	FORD/BRAUN	E-350	9,500	15'	8	HI-TOP	101,227	A,B, MANUAL DOOR	DONATE
4	T-562	G-8	5	2011	1FTDS3EL0BDB25740	FORD/BRAUN	E-350	9,500	15'	8	HI-TOP	160,439	A,B, MANUAL DOOR	DONATE
5	T-563	G-8	3	2011	1FTDS3EL2BDB25741	FORD/BRAUN	E-350	9,500	15'	8	HI-TOP	113,211	A,B, MANUAL DOOR	DONATE
6	T-302	G-6	7	2006	1FDWE35LX6DA06031	FORD/GOSHEN	E-350		20'	10	CUTAWAY	85,485	A	DONATE
7	T-537	G-8	6	2010	1FDEE3FL5ADA05971	FORD/STARTRANS	E-350	11,500	20'	11	CUTAWAY	223,424	A-B	DONATE
8	T-301	G-5	5	2003	1FDXE45F43HB65488	FORD/GOSHEN	E-350		20'	14	CUTAWAY	215,671	A-B	DONATE

JUSTIFICATION CODES

A=MEETS OR EXCEEDS NMDOT REPLACEMENT AGE CRITERIA

B=MEETS OR EXCEEDS NMDOT REPLACEMENT MILEAGE CRITERIA

C=EXCESSIVE REPAIR COSTS EXCEEDING 75% OF PURCHASE PRICE TO DATE AND/OR IN NEED OF MAJOR REPAIRS

NMDOT REPLACEMENT CRITERIA

VANS/CUTAWAYS (16-28) FEET (6,000-40,000) GWV (8-22) PASSENGERS 4 YEARS OR 100,000 MILES

SMALL BUSES (25-35) FEET (10,000-16,000) GVW (16-25) PASSENGERS 5 YEARS OR 150,000 MILES

MEDIUM BUSES 30 FEET (16,000-26,000) GVW (22-30) PASSENGERS 7 YEARS OR 200,000 MILES

HEAVY DUTY SMALL BUSES 30 FEET (26,000-33,000) GVW (26-35) PASSENGERS 10 YEARS OR 350,000 MILES

HEAVY DUTY LARGE BUSES (35-48) FEET (33,000-40,000) GVW (27-40) PASSENGERS 12 YEARS OR 500,000 MILES

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

SUBJECT: Disposition of Obsolete Property	**NUMBER**:
EFFECTIVE DATE:	Adopted by Board Resolution Resolution #2016-37
AMENDS/SUPERSEDES: N/A but see also Resolutions 2015-26 and 2012-25	**APPROVED**: ANTHONY J. MORTILLARO, EXECUTIVE DIRECTOR

1.0 Objective:

The goal of this policy is to dispose of NCRTD property including but not limited to vehicles that the District has determined to be obsolete, worn-out or unusable in a manner that: 1.) allows for proper deletion of the item from the District's inventory; 2.) compliments and complies with the Districts Inventory & Capital Asset Policy and Procedures (See Resolution 2015-26); 3.) integrates the role and duties of the "Property Disposal Committee" (See resolution 2012-25); assures that the District complies with relevant state and federal statutory, regulatory and contractual requirements, 4.) optimizes the benefit to the District, District riders, and the Members of the District of publicly owned assets; and 5.) allows for the fair and equitable distribution of property once it has been determined to be worn-out, obsolete, or otherwise unusable for District purposes.

2.0 Coverage:

The district is a "local public body" within the meaning of NMSA 1978, Section 13-6-4 and as such is required to sell, lease, trade or donate its property pursuant to the statutory provisions of NMSA 1978, Sections 13-6-1 through 13-6-4. This policy covers all personal property, licensed vehicles and rolling stock regardless of cost or value listed on the Districts Inventory & Capital Assets list.

3.0 Roles and Responsibilities

The Board Chair is responsible for appointing between three and five members of the Board annually to serve as the District's Property Disposal Committee. The Fleet Manager is responsible for creating and maintaining a list of vehicles that are potentially worn-out, obsolete, or otherwise unusable for District purposes. The District's legal counsel is responsible for reviewing all property lists and ensuring that any sale, lease, trade or donation complies with relevant regulatory and contractual requirements. The Board is responsible for ensuring the fair and equitable distribution of property once it has been determined to be worn-out, obsolete, or otherwise unusable for District purposes. The Finance Director is responsible for deleting any property, disposed of pursuant to this policy, from the District's inventory and for providing notifications of disposal to the state auditor.

4.0 Preparation of Annual Preliminary List of Obsolete Property

At least once annually the Fleet Manager shall review the District's vehicle inventory and make a preliminary list of all vehicles he or she deems obsolete, worn-out or otherwise unusable for District purposes. The Finance Director shall add to the list other personal property deemed obsolete, worn-out or otherwise unusable for District purposes. The list shall designate the property with sufficient specificity to ensure that the District's Property Disposal Committee and the Finance Director and all other District employees and agents can perform their duties in compliance with this policy.

5.0 Presentation of Preliminary List for Initial Review

The preliminary list of property shall be submitted to the Board Chair, the Executive Director and the Finance Director for review prior to convening a meeting of the District's Property Disposal Committee. The Executive Director shall confer with the Finance Director and the Board Chair and may remove any property from the preliminary list if he or she deems the property to be useful to the District or finds that disposition of the property would not be in the best interest of the District for any reason. During the preliminary review the Finance Director shall provide the Board Chair and the Executive Director with any information they request (such as data on comparable auctions and sales) to ascertain the estimated current resale value of the property.

6.0 Meeting of the District's Property Disposal Committee

Following receipt and review of the preliminary list, and upon the Direction of the Board Chair the Executive Director shall place the item "Appointment of District Property Disposal Committee" upon a Board Agenda. The Board Chair shall solicit volunteers from the Board at the Board meeting to fill the roles of committee members. To the extent possible the committee members shall represent diverse communities including, where possible, rural and urban members along with tribe and pueblo members. The Property Disposal Committee shall meet at a time and location of its choosing so long as the meeting facilitates the inspection and review of the property that the District intends to dispose of and provides a reasonable opportunity to determine the values of the property including physical inspection of vehicles. The Board may confer with staff and appropriate outside professionals on matters such as useful life, maintenance history and potential resale value of the property.

7.0 Committee Review of the Preliminary Inventory List

The Property Disposal Committee shall make recommended findings based upon its meeting and review of the inventory of property proposed for disposition under this policy. Findings shall include: 1.) whether the property is valued at $5,000 or less; 2.) whether the property is valued at "no value" 3.) whether the property is worn out, unusable or obsolete to the extent that the property is no longer economical or safe for continued use by the District; 4.) whether the property contains hazardous materials and may not be used safely under any circumstances; 5.) whether the property is valued at more than $5,000 but is still proposed for disposal following state approval.

8.0 . Member's Recommendations on Disposal

Once the Property Disposal Committee has made its preliminary list of property and recommended findings the Executive Director shall circulate the entire preliminary list and findings to each Board member for review and shall solicit comments on the proposed disposition of property. Each Board

member shall have the right to make a recommendation on the allocation of property and may request property from the list. Options for disposition of the property shall include in descending order of priority: 1.) negotiated sale to a member of the District; 2.) negotiated sale to a public entity that is not a member of the District (an Indian nation, tribe or pueblo, a state agency or local public body, school district, state educational institution or municipality); 3.) donation to a member of the District; 4.) donation to a public entity that is not a member of the District; 5.) donation to a Section 501 (c) (3) entity[1]; 6.) destruction or permanent disposal of the vehicle. If no member seeks or recommends negotiated sale of the property in question, then the District shall donate or destroy the property.

9.0 Equitable Distribution of Property

When more than one member of the District wishes to obtain or allocate a particular piece of property to itself or a third party the equitable allocation of property shall be performed as follows. Members who have **not** previously obtained or allocated property from the District shall have priority over those who have obtained or allocated property in reverse chronological order with the Member who has most recently received or allocated property having the lowest priority. Nothing herein shall prohibit members from agreeing to the allocation and distribution of property by mutual consent or consent of multiple parties and this policy shall only be utilized where the members cannot agree on the allocation of property.

10.0 Prohibited Disposal

No tangible personal property shall be donated to an employee or relative of an employee of a state agency, local public body, school district or state educational institution; provided that nothing in this subsection precludes an employee from participating and bidding for public property at a public auction.

11.0 Disposal by Public Auction or Sale

Nothing herein shall be interpreted as prohibiting the District from optimizing District revenues by selling property pursuant to the authorization and restriction of NMSA 1978, Section 13-6-2 where the District deems the sale of property to be viable.

12.0 Board Approval of Disposal of Property

The Board shall consider the recommended findings of the Property Disposal Committee and may make such changes to the findings as it deems appropriate. The Board may approve, disapprove, or approve with modification the final list of property for disposal and shall dispose of any property in accordance with the law and this policy by a resolution of the Board. The Board shall provide in its resolution 1.) the list of property to be disposed; 2.) the values of the items of property; 3.) findings on each item where the Property Disposal Committee made a recommended finding pursuant to section 6.0 of this policy; 4.) notification to appropriate state review bodies; 5.) delegation of authority to staff to sign, authenticate, and preserve all records required by law. The resolution may be in a form substantially consistent with the attached Exhibit A.

13.0 Prerequisites for Transfer of Property

Because the District wishes to preserve and maintain its brand and image as the “blue bus” and in

[1] Note the donation to a private entity requires a finding that the property has no value.

order to ensure that there is no confusion regarding the registration, licensure, ownership, use and liability for former District property, the following requirements are prerequisite to the transfer of District property.

13.1 All recipients of district property must agree in writing to remove, at recipient's expense, all District logos, advertisements and other identifying information or insignias from the property. The District will generally remove decals and logos but the ultimate responsibility for removal shall lie with the recipient.

13.2 All recipients of District property must agree in writing to repaint or refinish any district property they receive to eliminate the predominate color scheme (the "blue bus" look) from the property.

13.3 All recipients of district property must agree to assume liability for the property, acknowledge that they receive the property in "as is" condition free of all express or implied warranties and verify upon request that the recipient has obtained any and all necessary licenses, permits and insurance for the ownership, operation, use or maintenance of the property.

13.4 In the case of motor vehicles, the District will clear the original title of liens and encumbrances imposed by the New Mexico Department of Transportation (NMDOT) by providing NMDOT with proof that the vehicle has exceeded its useful life. NMDOT will then provide the District with a release of any lien on the property. The District will then obtain a "clean" title from New Mexico Department of Motor Vehicles (NMMVD) and will provide the recipient with both the clean title and a bill of sale (for actual or nominal consideration) to ensure that the recipient is able to close title and obtain appropriate title, registration, licensure, and insurance. The District shall also return to NMMVD any existing license plates for the vehicle.

13.5 In the case of motor vehicles that are going to be operated and driven following transfer, the recipient shall be responsible for registration, licensing and insurance of the vehicle following transfer and shall confirm in writing its agreement to take all necessary steps to ensure the legal operation of the vehicle following transfer.

North Central Regional Transit District (NCRTD)
Resolution 2016 -37

APPROVING THE DISTRICT'S POLICY ON DISPOSITION OF OBSOLETE PROPERTY

WHEREAS, the North Central Regional Transit District ("District") is a duly formed regional transit district and a separate political subdivision of the State of New Mexico pursuant to NMSA 1978, Section 73-25-4; and

WHEREAS, the District has an inventory of assets which are managed under the existing Districts Inventory & Capital Asset Policy and Procedure; and

WHEREAS, the District has formed a Property Disposal Committee; and

WHEREAS, the District wishes to establish a clear, equitable, consistent and legal policy for disposition of District property; and

WHEREAS, the District wishes to ensure it preserves its brand as the blue bus and takes care to ensure that any District property transferred or sold to other entities does not create liability for the District.

NOW, THEREFORE BE IT RESOLVED by the NCRTD Board of Directors that:

The District hereby adopts the attached "Disposition of Obsolete Property" policy.

Passed approved and adopted this 9th day of September, 2016.

_____
Daniel Barrone, Chairman

Approved as to form:

_____
Peter Dwyer, Counsel

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: September 9, 2016

Agenda Item - C

Title:
Resolution No. 2016-38 Authorizing a Budget Amendment to the FY2017 Budget to Transfer Operational Expenses Related to Tribal Transit to Capital for the Purchase of a New Bus for the Santa Clara Route

Prepared By:
Troy Bingham, Finance Director

Background:
This budget amendment has been reviewed by the Finance Committee at their August 26, 2016 meeting. Both items are recommended for approval by the Board.

Summary:
Staff is seeking a Budget Amendment to transfer Tribal transit operational expenses to capital expenses in the FY2017 Budget. The current budget includes $307,584 in 5311(c) Tribal Transit funds some of which are not needed for operations and can be used for a capital expenditure.

The District annually receives federal Tribal Transit funds designated as 5311(c) money. The 5311(c) Tribal Transit funds are received from 5 of our 6 member pueblos (Nambé, Pojoaque, San Ildefonso, Santa Clara, and Tesuque) and are 100% reimbursements with no local match. Those revenues have typically been used to cover a portion of the operational cost of the routes that serve those specific Pueblos.

The Pueblo of Santa Clara has generally received a larger allocation of funds from the federal government. The District now has sufficient funds from Santa Clara's Federal Fiscal Year (FFY)

2014 to FFY2015 to cover all of the operational cost of the route for District's FY2015 and FY2016 at 100%. The District also has sufficient funds from Santa Clara's allocations to pay for both their FY2017 operational needs and the proposed capital purchase.

This is not the first time Tribal transit grants have covered capital purchases of the District. In FFY2012, the Pueblo of Santa Clara received funding for the purchase of an 18-passenger bus. That bus was a 2010 Chevy/Glaval cutaway that now has 188,288 miles, which exceeds the FTA useful life of 175,000 miles. The Pueblo of Santa Clara currently has enough prior grant funds to cover the purchase of a new 14-passenger cutaway bus. The new bus is on the State of NMDOT purchase contract for about $95,000 and requires 6+ months to build.

Staff is requesting that the Board approve a transfer of $95,000 from the operational budget to the capital budget for the purchase of this new bus. The FTA has concurred with this proposal.

TRANSFER EXPENSE	
Drivers	
Salary	($ 95,000)
Capital	
Passenger Bus	$ 95,000
	========
Total Expenses	$ -0-

Recommended Action: It is recommended that the Board approve Resolution No. 2016- 38 authorizing a budget amendment to transfer budget from Operations to Capital.

Options/Alternatives:

1. Take no action or partial action limiting operating abilities at this time on the Santa Clara route; or
2. Adopt the resolution.

Fiscal Impact: There is sufficient funds for all the projects cited based on their anticipated revenue sources.

Attachment:

Resolution No. 2016-38 Approving FY2017 Budget to be amended

North Central Regional Transit District (NCRTD)
Resolution 2016 - 38

ADOPTION OF A RESOLUTION FOR AMENDING THE FISCAL YEAR 2017 BUDGETED EXPENSES

WHEREAS, the Governing body in and for the NCRTD has developed a budget for Fiscal Year FY2017; and

WHEREAS, the District budgeted for tribal transit expenses in FY2017, but did not budget capital for tribal routes; and

WHEREAS, the Pueblo of Santa Clara was awarded sufficient Tribal Transit Funds for both operations and capital; and

WHEREAS, the staff is requesting authority to transfer a $95,000 that was budgeted for operations to capital in order to purchase a new bus to be used on the Santa Clara route for its entire useful life.

WHEREAS, the proposed transfer is in compliance with the District's financial policies; and

WHEREAS, the District has contacted the Federal Transit Administration (FTA) regarding the proposed use of the funds and the FTA concurs in the proposed use.

NOW, THEREFORE BE IT RESOLVED by the NCRTD Board of Directors that:

the Board of Directors of the NCRTD, State of New Mexico, hereby adopts the following budget amendment to the FY2017 budget, transferring funds within the expenditure line items, and respectfully requests approval from the State of New Mexico's Local Government Division of the Department of Finance and Administration, if necessary.

EXPENSES	
Drivers	
Salary	($ 95,000)
Capital	
Passenger Bus	$ 95,000
	========
Total Expenses	$ -0-

Passed approved and adopted this 9th Day of September, 2016.

_____
Daniel Barrone, Chairman

Approved as to form:

_____
Peter Dwyer, Counsel

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: September 9, 2016
Agenda Item D

Title: Discussion and Possible Action on a Memorandum of Agreement (MOA) between the Santa Fe County (County) and the North Central Regional Transit District (District)for Funding of the Mountain Trail Route

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: The attached MOA between the County and District provides the terms and conditions related to the County's contribution towards continued funding of the Mountain Trail Route. The agreement provides a contribution of $25,172.00 (which is the same amount contributed for the pilot program) and a description of the services to be performed by the District. The Santa Fe County Commission is anticipated to review and approve the MOA at their September meeting.

Background:
Last fiscal year the Board authorized the pilot Mountain Trail Route. After a successful pilot, the Board took action to approve the route for Fiscal Year 2017 as previously operated. For the Pilot season (September 2015 through June 2016), the service transported approximately 4,597 riders.

Recommended Action: Staff recommends approval of the MOA between the County and District for continued funding of the Mountain Trail Route.

Options/Alternatives:
1. Take no action; or
2. Adopt the recommendation, (recommended); or
3. Amend, modify or reject the recommendation and provide direction to staff.

Fiscal Impact: The costs and anticipated revenues from Mountain Trail Route was incorporated into the FY 17 budget. To date, Rio Metro Regional Transit District has committed $15,000, and the City of Santa Fe and Santa Fe County respectively have authorized a contribution of $25,172 each. The NCRTD would contribute $15,000 GRT as well as the use of its current vehicles at an approximate value of $25,000. In addition, the District is pursuing the acquisition of 5307 funds (Small Urban) in the amount of $38,269 as additional funding for this route. As of this date Ski Santa Fe has not committed to providing $15,000 cash as well as providing a $5 discount on the lift ticket for every person that utilizes transit to arrive at Ski Santa Fe, as it did during the Pilot program.

Attachments:
- Memorandum of Agreement

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY
AND THE
NORTH CENTRAL REGIONAL TRANSIT DISTRICT
TO PROVIDE FOR CONTRIBUTION OF FUNDING FOR
THE MOUNTAIN TRAIL ROUTE

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is entered into on this ___ day of _____ 2016, by and between Santa Fe County (hereinafter the "County"), a political subdivision of the state of New Mexico, and the North Central Regional Transit District (hereinafter "NCRTD"), a political subdivision of the state of New Mexico created pursuant to NMSA 1978, Section 73-25-1, et seq.

RECITALS

WHEREAS, this Agreement confirms the parties' commitment and mutual cooperation on regional transit routes; and

WHEREAS, pursuant to the authority in NMSA 1978, Section 73-25-1, et seq., the Regional Transit District Act (the Act) the NCRTD is authorized to finance, construct, operate, maintain and promote an efficient sustainable transportation system; and

WHEREAS, in 2015 the County and NCRTD entered into a Memorandum of Understanding to support the launch, on a trial basis, of NCRTD's new "Mountain Trail Route;" and

WHEREAS, the Mountain Trail Route provides transit service from the City of Santa Fe to the area at the North Easterly end of Hyde Park Road; and

WHEREAS, the Mountain Trail Route was successfully launched but still requires further adaptation and modification to optimize service; and

WHEREAS, the NCRTD wishes to continue to operate the Mountain Trail Route as a premium service that benefits the citizens of Santa Fe County; and

WHEREAS, continued operation of the Mountain Trail Route requires financial contribution and support beyond the NCRTD's current revenue and the County wishes to contribute funding to the NCRTD for the NCRTD's continued operation of the Mountain Trail Route; and

WHEREAS, the County will contribute funds to the NCRTD for the continued operation of the Mountain Trail Route in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. SCOPE OF AGREEMENT

A. The NCRTD shall perform the following services:

(1) Operate the Mountain Trail Route in accordance with NCRTD's standards, procedures and policies.

(2) Expend the County's funding contribution solely and exclusively for the operation of the Mountain Trail Route.

(3) Further develop and implement transit services for a Summer season (July through August) and a Winter season (September through March) with 7-day a week service for the Mountain Trail Route. Nothing in this Agreement shall limit NCRTD's ability to amend the route, dates of operation, hours of operation, or service levels depending on the availability of funding, the viability and safety of the Mountain Trail Route and other criteria as determined by NCRTD. NCRTD shall provide the County with 15 days advance written notice of any such changes in the route, dates of operation, hours of operation, or service levels.

B. The County shall perform the following services:

(1) Complete a transfer of funds in the amount of $25,172.00 in FY 2017 economic development funds to the NCRTD no later than October 7, 2016.

2. EXCESSIVE FUNDS

The contribution of funds under this Agreement shall not foreclose the right of the County to recover excessive payment in the event Contractor permanently terminates the operation of the Mountain Trail Route during the term of this Agreement or otherwise breaches this Agreement.

3. EFFECTIVE DATE AND TERM; FUNDING CONTRIBUTION

This Agreement shall become effective upon the date of last signature by the parties and shall terminate August 31, 2017 unless terminated earlier pursuant to Section 4 (Termination) or Section 14 (Appropriations and Authorizations). The parties have the option to mutually agree to extend the term of this Agreement.

If the amount of the contribution stated in 1.B (1) above increases or decreases during the term of this Agreement, the change contribution shall be acknowledged by the parties by an amendment to this Agreement.

4. TERMINATION

This Agreement may be terminated by either party upon written notice delivered to the other party at least 30 days prior to the intended date of termination. Upon termination of this Agreement, any unmatched and unexpended funds that were contributed by the County under this Agreement shall be returned by NCRTD to the County.

5. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

6. NO THIRD-PARTY BENEFICIARIES

The NCRTD and the County are the only parties to this Agreement. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third parties. This Agreement was not intended to and does not create any rights in any persons or party not a party to this Agreement. The parties shall cooperate fully in opposing any attempt by any third person or entity to claim any right, benefit, protection, release, or other consideration under this Agreement.

7. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements or terms or conditions of this Agreement. Each party shall be liable for its own actions in accordance with this Agreement. Neither party shall be responsible for liability incurred as a result of the other party's negligence, acts or omissions in connection with this Agreement. Any liability incurred by the County or NCRTD in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq., as amended.

8. NO WAIVER OF IMMUNITIES, DEFENSES OR PROTECTIONS

Nothing in this Agreement waives or alters any immunities, defenses or protections provided to the County or NCRTD, and their respective employees, agents, commissioners, board members, or officers. No provision of this Agreement shall be deemed a waiver of immunity, an agreement to indemnify the other party, or to create or effect liabilities between the parties.

9. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability applicable to the County or NCRTD and their respective employees, agents,

board members, or commissioners or at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

10. ACCOUNTABLITY

During the term of this Agreement and for a period of six years thereafter, each the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

11. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

12. INTEGRATION CLAUSE

This Agreement incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants and understandings have been merged into this Agreement. No prior covenants or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

13. APPLICABLE LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the State District Court of New Mexico, First Judicial District, Santa Fe County or Rio Arriba County.

14. APPROPRIATIONS AND AUTHORIZATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Santa Fe County Board of County Commissioners and, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorization are not made by the Legislature in this or future fiscal years, this Agreement shall terminate upon written notice being given by the County to NCRTD and the County shall have no duty to compensate the NCRTD for expenditures made in the performance of this Agreement incurred after written notice to the NCRTD is provided by the County pursuant to this paragraph. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations are available shall be accepted by the NCRTD and shall be final and not subject to challenge by the NCRTD.

The NCRTD will make best efforts to operate the Mountain Trail Route subject to sufficient revenue to support operations. Any and all services by the NCRTD shall be contingent upon sufficient funding. Any decision by NCRTD to terminate or cease operations of the Mountain Trail Route for insufficient funding shall not constitute a breach of this Agreement by NCRTD.

15. REQUIRED APPROVALS

This Agreement will not be final or binding upon the parties until or unless approved by both parties.

16. FASCIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

17. EQUAL OPPORTUNITY COMPLIANCE

Each party agrees to abide by all federal and state laws, rules and regulations, pertaining to equal employment opportunity. It is the policy of Santa Fe County to ensure equal employment opportunity to all persons regardless of race, color, age, physical or mental handicap, sex, national origin, ancestry, religion, serious medical condition, sexual orientation, gender identity, political affiliation or spousal affiliation. The County encourages those who do business with the County to practice equal employment opportunity. If a party is found not to be in compliance with this policy during the life of this Agreement, that party agrees to take appropriate steps to correct these deficiencies.

18. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held void, invalid or unenforceable, such provision shall be severed from the remainder of the Agreement and the remainder of this Agreement shall not be affected and shall be valid and enforceable.

19. NOTICES

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

For NCRTD: Anthony Mortillaro, Executive Director
North Central Regional Transit District
1327 North Riverside Drive
Espanola, New Mexico 87532

For County: Katherine Miller

Santa Fe County Manager
PO Box 276
102 Grant Avenue
Santa Fe, New Mexico 87504-0276

20. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

The NCRTD and the County shall assure compliance with all applicable state and federal statutes and regulations in the performance of this Agreement.

21. AUTHORIZATION

The parties warrant that each signatory to this Agreement is authorized to execute this Agreement on behalf of its respective party.

22. MERGER AND INTEGRATION

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, understandings or negotiations whether written or oral, including the prior MOU (Santa Fe County Memorandum of Understanding No. 2015-0354-LF/BT, which by its own terms expires September 30, 2016.

IN WITNESS WHEREOF the parties have duly executed this Agreement effective on the date of last signature by the parties.

SANTA FE COUNTY:

_____
Miguel M. Chavez, Chair
Santa Fe Board of County Commissioners

ATTESTATION:

_____
Geraldine Salazar
Santa Fe County Clerk

Approved as to form:

_____ Date: _____
Gregory S. Shaffer
Santa Fe County Attorney

Finance Department:

_____ Date: _____
Carole H. Jaramillo
Finance Director

NORTH CENTRAL REGIONAL TRANSIT DISTRICT:

_____ Date: _____
Daniel Barrone
NCRTD Chair

Approved as to form:

_____ Date: _____
Peter A. Dwyer
NCRTD Attorney

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date September 9, 2016

Agenda Item - E

Title: Bus Facilities License Agreement between Smith's Food & Drug Centers, Inc. and the North Central Regional Transit District (NCRTD).

Prepared By: Peter Dwyer, Attorney

Background:

The NCRTD assumed responsibility for the Taos Chile Line bus system in 2015. Some of the facilities presently owned and maintained by the NCRTD do not have leases or licenses including the bus shelter and related facilities located at the Smith's in Taos.

Summary:

The NCRTD is seeking to ensure that it has a legal right to operate and maintain its facilities on the Smith's property in Taos. The shelter, pull out, and related facilities are existing facilities and no District funds were spent building or acquiring them. Because there was no existing lease or license for the facilities at the time the NCRTD took over operation of the Chile Line, the staff sought to obtain a legal right to continue use and maintenance of the facilities at the site.

The attached agreement is a License for use of Smith's property. A license is different from a lease because it is freely terminable by the landowner. The District does not have long term assurances that it will not be required to move the facilities under the license agreement. However, the property owner is not required to give the NCRTD a lease or a license to use private property. Therefore, it is preferable to have legal permission for use (a license) rather than to simply continue the use without any permission.

Please note that the licensed area shown on Exhibit B includes the pull out lane as well as the actual shelter area. The paved area should probably be included in the right of way of Paseo Del Pueblo Sur. The District staff will raise this issue with the State of New Mexico and the Town of Taos in the future.

A Google Earth image of the current site is included in the packet and will be kept in the file to show that the building shown on Exhibit A to the License no longer exists at this time.

Recommended Action: Approve the License.

Options/Alternatives: Do not approve the License and continue to operate without express legal authority or seek a long term lease of the property.

Fiscal Impact: None at present. Replacement or relocation of the Shelter could have costs for the District but the risk of being forced to relocate exists already and no District funds were spent on the existing improvements. In the future, District staff will seek to obtain leases on any facilities which require significant capital expenditures of District money.

Attachments:

- Bus Facilities License Agreement (with Exhibits A and B)
- Google Earth image of present site

Smith's
FOOD & DRUG STORES

Real Estate Department

1550 South Redwood Road, Salt Lake City, Utah 84104 • Telephone (801) 974-1400 • Fax (801) 974-1243

August 23, 2016

RECEIVED 8/29/16
CL

Peter A. Dwyer
Attorney
North Central Regional Transit District
1327 North Riverside Drive
Espanola, NM 87532

Re: Bus Facilities License Agreement between Smith's Food & Drug Centers, Inc. and the North Central Regional Transit District ("NCRTD")
Smith's #426 – 224 Paseo Del Pueblo Sur, Taos, NM

Dear Peter:

Enclosed please find three (3) originals of the Bus Facilities License Agreement for the above referenced location signed by Smith's Food & Drug Centers, Inc. When you have signed these agreements, please return two fully executed originals back to our attention.

Thank you.

Sincerely,

SMITH'S FOOD & DRUG CENTERS, INC.

Corinne A. Green

Corinne A. Green
Administrative Assistant
Real Estate/Property Management

Enclosure(s)

BUS FACILITIES LICENSE AGREEMENT

THIS BUS FACILITIES EASEMENT AGREEMENT (Hereinafter, the "Agreement") is made between:

Name: Smith's Food & Drug Centers, Inc., an Oho Corporation

Address: 1550 S. Redwood Road, Salt Lake City, Utah 84104

(Hereinafter "Licensor") and the NCRTD North Central Regional Transit District (hereinafter "NCRTD").

In consideration of payment the receipt of which is hereby acknowledged, the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration the Licensor does hereby grant to the NCRTD a License for ingress, egress, access, construction operation and use of a bus shelter, bus bench, trash can, signage or other facilities as listed below, upon Licensor's property and for any affiliated uses of the structures and facilities including advertising, promotional information, posting of schedules and appropriate signage. Licensor represents and warrants to NCRTD that it owns the property and has the authority to grant the License described in this Agreement. The Licensor and NCRTD further agree as follows:

1. PROPERTY AND LICENSE DESCRIPTION: Licensor shall allow the use of property located in Taos County, New Mexico (See attached exhibit A for a depiction of the property, hereinafter, the "Property") and more particularly grants a license to use the area shown in Exhibit B attached hereto (hereinafter, the "Premises") for use and placement of the following by the NCRTD and the traveling public (check all that apply):

   ___x___ Bus shelter;
   ___x___ Bus bench;
   ___x___ Trash can;
   ___x___ Signage; or
   ___na__ other, described as follows: _____.

   Licensor expressly grants access to and use of so much of the Property as is reasonably necessary for access to and use of the Premises by buses picking up and dropping off passengers.

2. CONDITION OF THE PREMISES: Notwithstanding anything to contrary contained herein, acceptance of the Premises constitutes acceptance of all conditions associated with the Premises as being in good and satisfactory conditions with no additional responsibilities, liabilities or obligations imposed upon Licensor. NCRTD acknowledges and agrees that it takes the Premises at its sole risk and expense and accepts the Premises in its "as is" condition hereby releasing Licensor from any and all liability for injury or property damage occurring to Licensor, its customers, agents, employee, or invitees while on the Premises, regardless of cause or responsibility for maintenance, including the negligence or fault of Licensor or any of its contractors, agents, employee, customers or others for whom Licensor might otherwise be responsible regarding the condition of the Premises.

3. IMPROVEMENTS: The NCRTD shall be permitted to make such improvements or modifications within the Premises as are reasonably necessary to build, operate, maintain, promote, and utilize NCRTD transit activities. All alterations and improvements within the Premises by the NCRTD are and shall remain the NCRTD's property except as the parties mutually agree otherwise in writing. All alterations and

improvements by NCRTD within the Premises shall be constructed in such a manner to ensure they do not disturb the continued use by Licensor of the Property.

4. MAINTENANCE: The NCRTD will provide for maintenance of the facilities placed within the Premises during the term of this Agreement. Such maintenance includes, but is not limited to, providing necessary and appropriate signage. NCRTD covenants and agrees not to place advertising within or upon the Premises which competes with the business operated by Licensor from the Property. NCRTD agrees to maintain all structures and facilities upon the Premises in good condition and repair.
5. CONDITION OF PREMISES UPON SURRENDER: At the termination of this Agreement, NCRTD shall surrender the Premises in equivalent condition to the condition of the Premises as of the date it took possession and shall remove all improvements placed therein as may be requested by Licensor excepting:

    a) deterioration caused through reasonable use and ordinary wear and tear;
    b) alterations, improvements or conditions made with Licensor's written approval; or
    c) any change, damage or destruction not resulting from NCRTD's willful act.

6. INSPECTION: NCRTD will permit Licensor to come upon the Premises at all reasonable times in order to inspect the condition, use, safety or security of the Premises and any improvements thereon.

7. NEW MEXICO TORT CLAIMS ACT: By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The NCRTD and its "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

    This Agreement is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

8. INSURANCE: The NCRTD, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the NCRTD, with limits of coverage in the maximum amount which the NCRTD could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property.

9. NOTICE: All notices relating to this Agreement shall be in writing and shall be provided to:

NCRTD	Licensor:
Anthony J. Mortillaro	Smith's Food & Drug Centers, In.
Executive Director, NCRTD	Attn: Property Management
1327 North Riverside Drive	1550 South Redwood Rd.
Espanola, New Mexico 87532	Salt Lake City, Utah 84104

10. SUCCESSION TERM AND TERMINATION: Provisions of this Agreement shall apply and extend to all successors and assigns of the parties. The License created by this Agreement shall be for one year and shall automatically renew annually unless Licensor or NCRTD provide sixty (60) days prior written notice of termination However, if the NCRTD no longer maintains a shelter upon the Property the Licensor may demand and NCRTD shall provide at no cost or charge, a written instrument terminating this Agreement, vacating the License created herein and returning the Premises to the Licensor its heirs, successors and assigns in the condition set forth in Section 3.

11. AMENDMENTS IN WRITING: This Agreement shall not be altered except by an instrument in writing executed by the parties.

12. MERGER OF PRIOR AGREEMENTS: This Agreement includes all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings and agreements have been merged into this written Agreement. No prior condition, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

13. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

14. ATTORNEYS FEES: Notwithstanding anything to the contrary contained herein, if there is any mediation or legal action or proceeding between Licensor and NCRTD to enforce any provision of this Agreement the unsuccessful party to such action or proceeding will pay to the prevailing party all costs and expenses, including reasonable attorney's fees and allocated costs of in-house counsel, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees will be determined by the court or arbitration panel handling the proceeding and will be included in and as a part of such judgment. As used herein, a "prevailing party" shall be deemed to be that party substantially achieving the relief requested or that party substantially avoiding the relief sought. The forgoing provision shall be enforceable to the extent permitted by law and in the event that any portion of this Agreement, including the Attorney Fees provision, is deemed to be in violation of the law, the offending provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.

DATE: _____

BY: _____
Steven M. Sorensen
TITLE: Smith's Food & Drug Centers, Inc.
Vice-President Corporate Development

DATE: _____

BY: _____

TITLE: _____

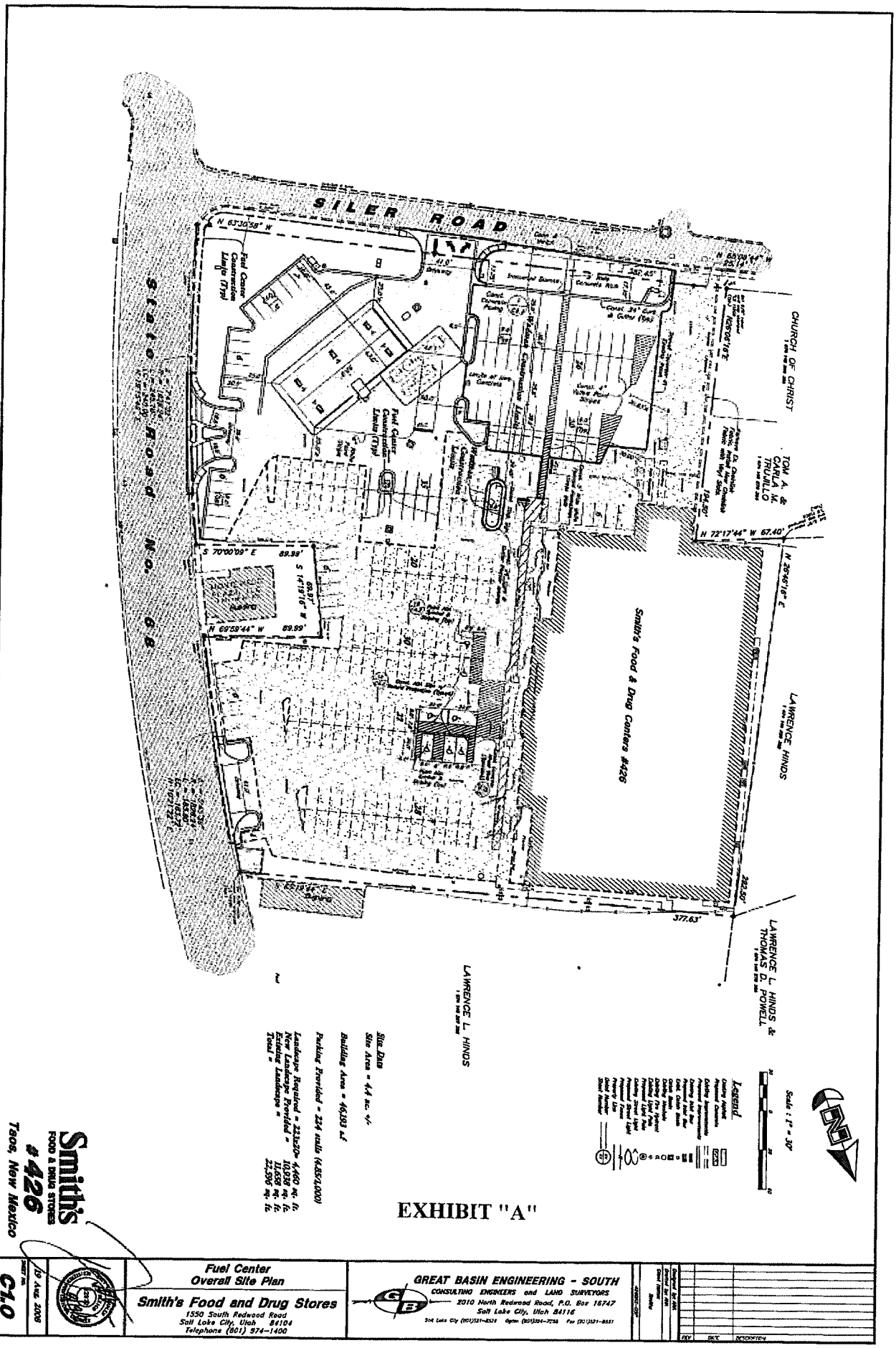

SILER ROAD
State Road No. 68
CHURCH OF CHRIST
TOM A. & CARLA M. TRUJILLO
LAWRENCE HINDS
LAWRENCE L. HINDS & THOMAS D. POWELL
LAWRENCE L. HINDS
Smith's Food & Drug Centers #426
Fuel Center Construction Limits (Typ)
N 63°30'58" W
N 72°17'44" W 67.40'
N 25°49'19" E
S 70°00'09" E 89.99'
N 69°59'44" W 89.99'
377.63'
Legend
Scale: 1" = 30'
Site Data
Site Area = 4.4 ac. +/-
Building Area = 16,139 s.f.
Parking Provided = 224 stalls (4.85/1,000)
Landscape Required = 22,320 sq. ft.
New Landscape Provided = 16,038 sq. ft.
Existing Landscape = 22,590 sq. ft.
Total = 38,628 sq. ft.

EXHIBIT "A"

Smith's FOOD & DRUG STORES #426 Taos, New Mexico

Fuel Center
Overall Site Plan

Smith's Food and Drug Stores
1550 South Redwood Road
Salt Lake City, Utah 84104
Telephone (801) 974-1400

GREAT BASIN ENGINEERING - SOUTH
CONSULTING ENGINEERS and LAND SURVEYORS
2010 North Redwood Road, P.O. Box 16747
Salt Lake City, Utah 84116

Job No. 2006
Sheet No. C1.0

REV	DATE	DESCRIPTION

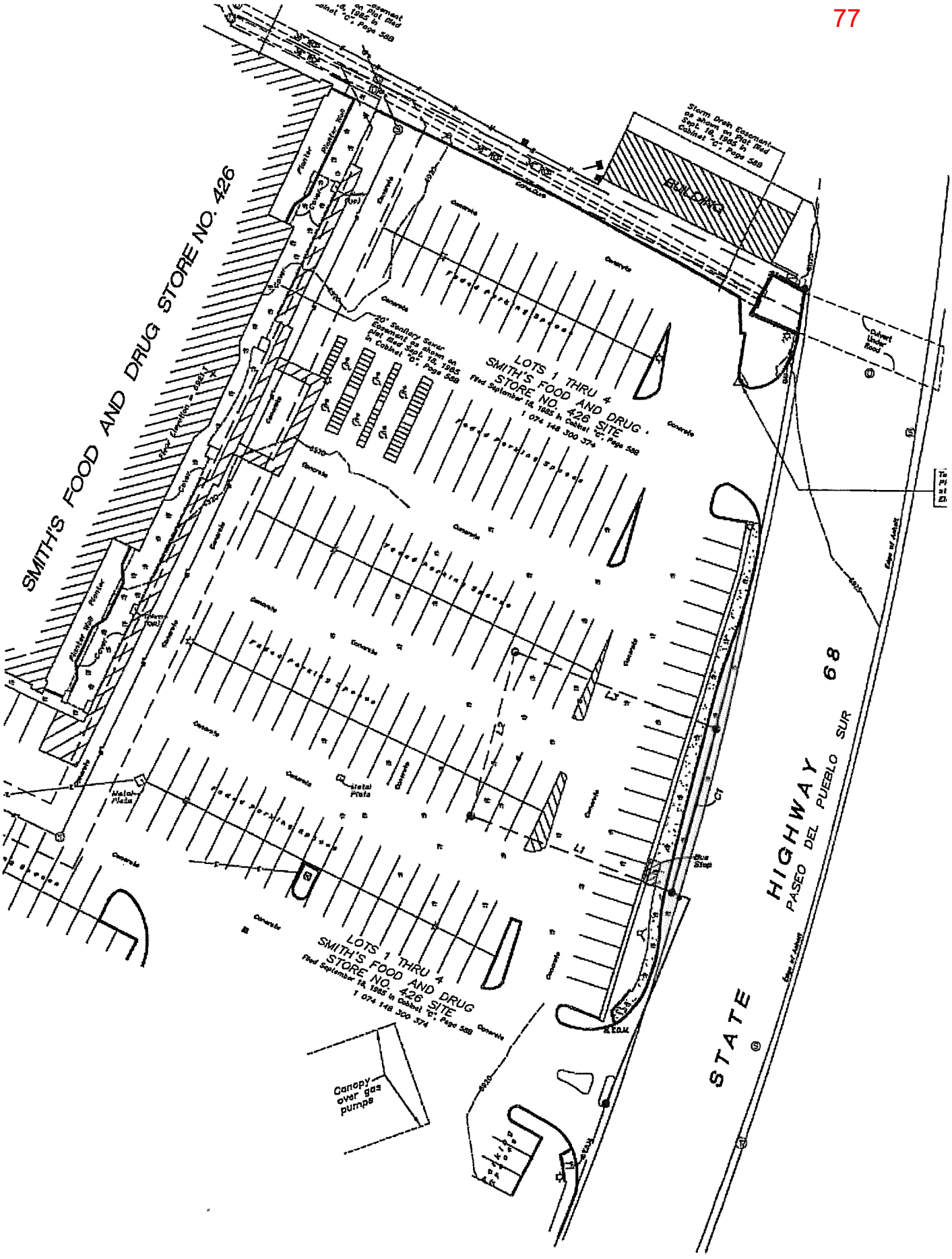

SMITH'S FOOD AND DRUG STORE NO. 426
LOTS 1 THRU 4
SMITH'S FOOD AND DRUG
STORE NO. 426 SITE
Filed September 18, 1985 in Cabinet "C", Page 588
1 074 148 300 374
BUILDING
Storm Drain Easement as shown on Plat filed Sept. 18, 1985 in Cabinet "C", Page 588
20' Sanitary Sewer Easement as shown on Plat filed Sept. 18, 1985 in Cabinet "C", Page 588
Canopy over gas pumps
STATE HIGHWAY 68
PASEO DEL PUEBLO SUR
Concrete
Planter
Metal Plate
Gas Shut
Curb Inlet
Edge of Asphalt

EXHIBIT "B"

Paseo del Pueblo@Siler- Pueblo Alegre Mall NB
Paseo del Pueblo@ Siler- Smiths SB
Siler Rd
68
© 2015 Google
Google earth
1991
Imagery Date: 9/28/2013 lat 36.403071° lon -105.574478° elev 6933 ft eye alt 7718 ft

NM-68
Exit Street View
Smiths
© 2016 Google
© 2016 Google
Report a problem
Google earth
lat 36.403463° lon -105.574633° elev 6932 ft eye alt 6941 ft

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date September 9, 2016

Agenda Item - F

Title: License Agreement between the City of Espanola and the North Central Regional Transit District (NCRTD).

Prepared By: Peter Dwyer, Attorney

Background:

The NCRTD uses an improved lot located at 222 Paseo De Onate street in Espanola as a Transit Center both for its own bus service and to connect with "Park and Ride" bus services. The license for use of the lot expired and the District sought a new license to continue the existing uses.

Summary:

The NCRTD uses City of Espanola property located at 222 Paseo De Onate street in Espanola as a Transit Center both for its own bus service and to connect with "Park and Ride" bus services. The only District improvement to the property is a single bus stop sign. All other improvements to the site were made by the New Mexico Department of Transportation. The NMDOT improvements include paving, striping, curb, gutter, a shelter, and a wall to separate the transit uses from adjoining properties and uses. All the improvements were made by NMDOT with its own money.

The District uses the site as a transit hub both for its regular routes and to make a direct connection for passengers using the Park and Ride service. Because of its central location and conjunctive use, the site is important to the NCRTD and to the State.

However, the site is also a "Superfund" site meaning that it has significant environmental contamination. Therefore, it is in the District's best interest to avoid liability for remediation by ensuring it only has a license agreement for use of the property.

The disadvantage of a license is that it is freely terminable by the property owner. This could result in displacement of established routes, services and parking. In order to address this concern the initial draft License had a provision that required the City to allow the District time to relocate if the City terminated the License. The License was submitted to the City and approved by the City Council but with modifications to the termination provision removing the additional time for relocation and setting a fixed, 90-day, termination period. Because of these concerns the staff sought and obtained a meeting

with the Mayor, City Manager, City Attorney, City Planner, NMDOT and the District's Executive Director and Attorney.

The meeting was held on August 26, 2016 and the issues and concerns were addressed amicably. The City has a proposed adjacent use of the "Hunter Building" which is intended to be a commercial hub for locally grown food as well as other small local businesses and arts projects. The project is intended to operate within the confines of the existing building footprint and the City does not anticipate any permanent road closures or future access issues due to the project. All parties agreed that the continued use of the Transit Center would be beneficial to the project and would generate a synergy of local use and transit uses commonly known as "transit oriented development." The City intends to create additional street parking in the area which would help alleviate the existing parking demand in the area. Overall, it appears that the City agrees that the current use by the District of the property is beneficial to all parties and the City does not anticipate requiring the District or NMDOT to relocate in the foreseeable future.

Other minor changes were proposed by the City Attorney. I have reviewed the legal changes and approve those modifications.

Recommended Action: Approve the License.

Options/Alternatives: Do not approve the License and continue to operate without express legal authority.

Fiscal Impact: None. Relocation of the Transit Center would have significant costs and impacts but is not anticipated at present.

Attachments:

- License Agreement
- Google Earth Image of existing area

LICENSE AGREEMENT

This license agreement (the "License") by and between the City of Espanola, a New Mexico Municipal Corporation, (the "City") and the North Central Regional Transit District, a duly formed independent transit authority created pursuant to 73-25-4 NMSA 1978 (the "NCRTD") is entered into as of July 1, 2016.

Whereas, the parties to this license are both public entities; and,

Whereas, the parties each have the authority to enter into licenses of real property in furtherance of their powers and duties as public entities; and,

Whereas, the NCRTD requires land for transit related facilities to be located in Espanola, New Mexico; and,

Whereas, the City has authority to license real property for NCRTD use upon such terms as it deems appropriate; and,

Whereas, the City of Espanola finds the continued operation of the NCRTD in Espanola to be in the best interest of the public.

NOW THEREFORE, in consideration of the foregoing, for the annual sum of one dollar ($1.00) the receipt of which is hereby acknowledged and for other good and valuable consideration the parties hereto agree as follows.

PREMISES. The City agrees to license for NCRTD use the lot of land (hereinafter the "Premises") located at 222 Paseo de Onate Street in Espanola, NM as shown on the attached Exhibit A (the "Premises"). City shall provide proof of ownership upon request by the NCRTD.

TERM. This License agreement shall be for a term of one (1) year and shall be terminable upon the terms and conditions contained in the Termination section. This License shall automatically renew annually unless and until the City terminates the License or the NCRTD gives notice that it no longer requires use of the Premises.

TERMINATION. This Agreement is freely terminable by the City of Espanola and may be terminated at any time upon 90 days' prior written notice. During the notice period, the City will work with NCRTD to ensure it is able to find a suitable alternative location for its operations and move operations from the Premises.

IMPROVEMENTS. The parties agree that the NCRTD does not have any property or improvements on the Premises and that the NCRTD shall not make, affix or maintain any such improvements without the City's prior written permission. Any improvements to the Premises made by NCRTD shall become the sole property of the City upon termination of this License.

INSURANCE. Each party shall be responsible for maintaining its own insurance for its real and personal property, for fire and casualty and for all other risks which may accrue in the performance of this Lease agreement.

USE OF PREMISES. The NCRTD shall be permitted to utilize the Premises for boarding and alighting passengers for public transit purposes but shall not use the premises for storage of buses.

MAINTENANCE AND SECURITY. The parties agree that the NCRTD shall not be responsible for maintenance or security upon the Premises. The City shall be responsible for law enforcement on the Premises

and maintenance of the Premises. NCRTD shall be responsible for any damages to the Premises caused by its use of the Premises, ordinary wear and tear excepted.

NOTICES. Any notices by and between the parties to this License agreement shall be sent to the following addresses by first class mail:

Mayor and City Manager	Executive Director and Chairman
City of Espanola	NCRTD
405 N. Paseo de Onate	1327 N. Riverside Drive
Espanola, NM 87532	Espanola, NM 87532

SEPARABILITY. If one or more of the provisions of this agreement are found to be unlawful the provisions deemed unlawful shall be struck and the remainder of the License agreement shall remain in full force and effect.

NO WAIVER OF IMMUNITIES. Neither party assumes liability for the wrongful acts of the other. They shall immediately notify each other of any claim arising out of the use of the licensed premises and will cooperate and share information in the defense of any claims. Nothing herein is intended nor shall be deemed to abridge or limit in any manner the immunities and defenses provided under the New Mexico Tort Claims Act or otherwise provided under New Mexico law.

This License is agreed to by the parties and shall be effective upon execution.

City of Española

Date: _____

_____
Mayor Alice A. Lucero

_____
Mark Trujillo, City Manager

Approved as to form:

_____
Frank Coppler, City of Española Legal Counsel

NCRTD:

Date: _____

By: _____
Title: _____

Approved as to form:

_____
Peter A. Dwyer, NCRTD Counsel

T:\FRC\MISC\4104 2016-08-10 License Agreement Espanola and NCRTD

Hunter St
Calle Espinosa
030 Espanola Park & Ride NB/SB
84
Paseo De Onate
Rail Rd Ave
© 2016 Google
1996
Imagery Date: 11/1/2015 lat 35.990784° lon -106.078126° elev 5591

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: September 9, 2016

Agenda Item – G

Title:
Discussion and Approval of Award of Bid Construction- ADA-Compliance of Bus Stops

Prepared By:
Stacey McGuire, Planning, Projects & Grants Manager

Summary:
NMDOT awarded the NCRTD $165,000 in FFY15 (as well as $87,500 in FFY14 for planning and design) through the Transportation Alternative Program (TAP) to construct ADA-compliant bus stops based on the NCRTD's recently adopted ADA Transition Plan. The NCRTD is looking to move forward in the construction of ADA-compliant bus stops and facilities. Construction is anticipated to begin September/October 2016 and be completed by November 23, 2016.

An Invitation For Bids (IFB) was advertised on July 29, 2016 in the Albuquerque Journal, Rio Grande Sun and Dodge Reports, as well as our website. A non-mandatory Pre-bid meeting was held on August 8, 2016 with three attendees. The bid submittal deadline was August 29, 2016 at 2:00 p.m. Four (4) bids were received.

This was a second re-bid of CN5100972 due to concerns related to the affidavit of bidder and the notarization of said standalone document within the bid packet. The original IFB was issued October 9, 2015 and had a bid submittal deadline of November 10, 2015. The first rebid IFB was issued on December 29, 2015 with a submittal deadline of January 28, 2016.

Background:
In September of 2013, the NCRTD Board approved Staff's request to apply for Federal Fiscal Year 2014 Transportation Alternatives Program (TAP) funding to perform a systemwide bus stop and facilities assessment which will result in a prioritized ADA Transition Plan to be used by the NCRTD to complete the renovations required by FTA to bring all NCRTD bus stops and facilities into ADA

compliance. The NCRTD was awarded $87,500 for Phase I Planning and Design in FFY2014 and $165,000 for construction in FFY2015.

Phase I Planning and Design has been executed by Wilson & Company, with Scott Perkins as the Project Manager.

Recommended Action:

1. Authorize the Executive Director to execute a construction contract with H. O. Construction, Inc. not to exceed $120,984.00 (not inclusive of GRT).

2. Set an overall project budget to include but not exceed $171,966.34 inclusive of GRT.

   Overall Project costs are estimated to break down as follows:
   - Construction- $131,343.26
   - 15% Project Contingency- $22,430.39
   - Project Management (estimated)- $18,192.69

TAP FFY15 Award was in the amount of $165,000.00 (includes Federal and local share). Any costs incurred above $165,000 will be the responsibility of the NCRTD and will be paid out of GRT. In the event project costs exceed $165,000, an official budget adjustment will be brought to the Board for review.

Please note, any action taken by the NCRTD Board regarding the Award of Bid Construction- ADA-Compliant Bus Stops is contingent upon NMDOT and FHWA approval of the NCRTD Staff recommended Contractor.

Options/Alternatives:

1. Take no action; or
2. Adopt the recommendations, (recommended); or
3. Not adopt the recommendations and provide further direction to Staff.

Fiscal Impact:

To not approve Staff's recommendation of Contractor for the ADA-Compliant Bus Stop construction as funded in FFY15 could jeopardize current and future TAP funding.

Attachments:

- Invitation For Bids (IFB)
- Submitted Bid from H. O. Construction, Inc. for Construction of ADA-Compliant Bus Stops (IFB Required Documents for Bid Submittal Included)
- Bid Summary

INVITATION FOR BID

IFB #2015-003R2

North Central Regional Transit District
Rio Arriba County, New Mexico
July 29, 2016

INVITATION FOR BID

North Central Regional Transit District (NCRTD) is soliciting bids for the construction of nine (9) ADA-compliant bus stops along Riverside Drive in Española, Rio Arriba County, New Mexico (Project). Sealed bids will be received until **August 29, 2016, at 2:00 pm** (local prevailing time), and can be submitted in person or by mail to the North Central Regional Transit District Finance Department at 1327 N Riverside Dr, Española, NM 87532, Attention: Mr. Troy Bingham, Finance Director. Bids received after this time will not be accepted. Bids will be opened and read aloud at the same location. The Project scope consists of the following work:

To provide all labor, supervision, equipment, tools, materials, and incidentals required to construct the nine (9) ADA-compliant NCRTD bus stops, including but not limited to the construction of bus stop infrastructure such as concrete pad work, sidewalk transition work and bus stop area backfill; installation of bus stop facilities; traffic and safety controls; and associated site improvements. All equipment, materials and installation work shall comply with all local, state, and federal rules and regulations.

Beginning on July 30, 2016, Bid Documents may be purchased online at Dodge Reports (Dodge Reports) for a fee. Bid Documents can also be purchased for $100.00 each set (non-refundable) from: Wilson & Company, Inc., Engineers and Architects, 4900 Lang Ave NE, Albuquerque, New Mexico, 87109. Checks should be made payable to Wilson & Company. Only complete sets of Bid Documents will be issued. If required, Bid Documents can be shipped via regular mail. Documents are non-returnable and all charges for documents and mailing expenses are non-refundable.

Bid documents consisting of Contract Book and Construction Plans may be obtained at the following locations:

Dodge Reports: http://construction.com/

Wilson & Company, Inc., Engineers and Architects, 4900 Lang Ave NE, Albuquerque, New Mexico, 87109

North Central Regional Transit District: ncrtd.org

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to NCRTD, Attn: Troy Bingham (troyb@ncrtd.org) .Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda posted on ncrtd.org or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for opening of

Bids may not be answered. Only questions answered by Addenda as posted on ncrtd.org will be binding. Oral and other interpretations or clarifications will be without legal effect.

To qualify, all bids shall be submitted using the Bid Form furnished, a copy of which is bound in the Contract Book; incomplete or segregated bids will not be accepted.

Bids must be accompanied by a bid bond as specified in the Instructions for Bidders. A pre-bid conference will be held and bidders are encouraged to attend. The pre-bid conference will be held at 10:00 AM on August 8, 2016, at the NCRTD Administrative Offices at 1327 N Riverside Dr, Española, NM 87532. Qualifications of bidders will be required as detailed in the Instructions for Bidders. Construction shall comply with the requirements contained in the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction 2014 Edition.

This bid will be awarded to the lowest responsive and responsible bidder as dictated by NCRTD Procurement Office.

Anticipated project timeline:

Friday, July 29, 2016- Invitation for Bid Posted
Monday, August 8, 2016- Pre-bid Meeting (non-mandatory) at NCRTD
Monday, August 29, 2016- Sealed Bid Opening
Friday September 9, 2016- NCRTD Board Approval of Contract Award

Contractor and NCRTD agree to work together to identify a date for Notice to Proceed (dependent on weather constraints), anticipated to begin September/October 2016

The Project is to be completed by November 23, 2016

North Central Regional Transit District

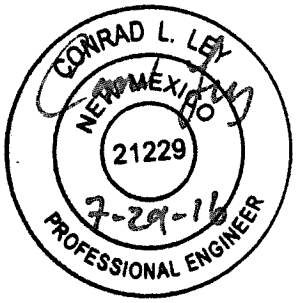
1327 N Riverside Dr

Española, NM 87532

REQUIRED DOCUMENTS

FOR

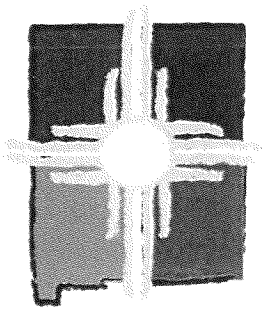
BID SUBMITTAL



CN/Project No.: 5100972

County: Rio Arriba County

Termini: Transit Stops – ADA Transition Plan Riverside Dr., Española, NM



NMDOT

U.S. Department of Transportation
Federal Highway Administration

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North Central Regional Transit District (NCRTD)
Affidavit of Bidder

Control Number ("CN"): 5100972

BIDDER: H.O. Construction, Inc. TELEPHONE: (505) 873-0554
ADDRESS: PO Box 9468, Albuquerque, NM 87119

The Bidder shall execute this Certification of Bidder. I Horacio Ortiz hereby affirm per 23 C.F.R. § 635.112(f) (2009) and as a condition to the NCRTD's execution of this Contract that I have not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Bid for this Contract.

Further affiant sayeth not.

Title: President

Bidder (print): H.O. Construction, Inc. (Horacio Ortiz)

Bidder Signature:

STATE OF New Mexico)
)
COUNTY OF Bernalillo)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS:

23 day of August 2016

Notary Public

My Commission Expires: July 27, 2019

OFFICIAL SEAL
Lissette Serrano
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 7/27/19

Before Bid Opening, the Bidder shall submit this Affidavit of Bidder to the NCRTD office located at 1327 N. Riverside Dr., Espanola, NM 87532.

Failure to comply with the completion and timely submission of the Affidavit of Bidder shall result in the Bidder's Bid being rejected as non-responsive.

RTD
SERVING NORTH CENTRAL NEW MEXICO

Daniel Barrone
Chair

Anthony J. Mortillaro
Executive Director

Governmental
Board of Directors

City of Española

City of Santa Fe

Town of Edgewood

County of Rio Arriba

County of Santa Fe

County of Los Alamos

County of Taos

Town of Taos

Nambe` Pueblo

Ohkay Owingeh Pueblo

Santa Clara Pueblo

Pueblo of Pojoaque

Pueblo of Tesuque

Pueblo de San Ildefonso

CN #5100972

Addendum No. 1

August 22, 2016

Questions submitted during the bidding process are as follows:

1) Is it a requirement to use the bid bond form included in the RTD proposal package, or can we use the Bid Bond Company's forms?
Bidders must use the bid bond form included in the proposal package.

2) What is the engineer's estimate for the project?
The engineer's estimate is $135,450 (excluding NMGRT)

BID FORM

North Central Regional Transit District
1327 N. Riverside Drive
Española, New Mexico 87532

I/We hereby propose to construct in accordance with CN#5100972 general terms, conditions and specifications.
Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

NMDOT Contractor Pre-Qualification: Yes ☒ **No** ☐

My/Our price(s) is as follows:

Bid Price $ 120,984.00

BIDDER: H.O. Construction Inc. TELEPHONE: (505) 873-0554
ADDRESS: PO Box 9468 Albuquerque NM 87119
BIDDER'S DEPARTMENT OF WORKFORCE SOLUTIONS REGISTRATION No. 05762200608 2S
*BIDDER'S LICENSE No. 85027 * LICENSE CLASSIFICATION(S) GA01, GA03 GB98 GS04, GF09, GF02

* Not Required for Bidding on Federally funded Projects

The Bidder proposes to construct this NCRTD Project at the prices quoted in the Bid Schedule and in accordance with the Contract. The Contract includes the Advertisement, Bid Form, Bid Schedule, Contract Bond, Standard Specifications, Supplemental Specifications, Addenda, Notice to Contractors, Plans, Standard Drawings, Notice to Proceed, Change Orders and agreements that are required to complete the construction of the Work in an Acceptable manner, including authorized extensions thereof, all of which constitute one instrument. The contents of the Contract are incorporated by reference herein.

The submission of a Bid with shall be considered the Bidder's certification that it is exercised Pre-Bid Due Diligence and shall be considered prima facie evidence that the Bidder accepts the conditions to be encountered in performing the Work and accepts the provisions and requirements of the Contract. Pre-Bid Due Diligence is the Bidder's exercise of due diligence before submittal of a Bid which includes the careful, independent examination of the site of the proposed Work, including Material pits and haul Roads, the Bid Package, all Contract documents including Standard Specifications, Special Provisions, Supplemental Specifications, and Standard Drawings and boring logs which representative of the condition at the precise location where each boring was made but conditions may vary between boring locations.

Contract Time is in the Advertisement. The Bidder shall commence Work within the timeframe specified in the Notice to Proceed, when issued, incorporated herein by reference.

Overcharges resulting from antitrust violations are borne by the NCRTD. Through the submission of the Bid, the Bidder certifies that the Bidder is duly authorized to assign, sell, convey, and transfer to the NCRTD all right, title and interest to all claims and causes of action the Bidder has or may acquire under state or federal antitrust laws provided that the claims or causes of action are related to the goods, Material or services that are the subject of this Contract and to the extent that the same are passed on to the NCRTD. Additionally, the Bidder certifies that it will require all its Subcontractors at all tiers to assign all federal and state antitrust claims and causes of action as described in this paragraph to the NCRTD. The provisions of this paragraph shall become effective at the time the NCRTD executes this Contract without further acknowledgement from the Bidder of the Bidder's Subcontractors at all tiers.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name and Address for Notices

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name and Address for Notices

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

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the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

This agreement, and the rights hereunder, may not be assigned without the consent of the Owner. Owner agrees that consent shall not be unreasonably withheld and owner agrees that it will grant said consent in the event that Surety is acquired, merges, has a change of control or is sold by operation of law and consent shall be granted to an entity which succeeds to its business provided that Surety still is located in United States of America and continues to agree to perform the obligations under this agreement without reservation.

The Contractor shall promptly and at the Contractor's expense defend, indemnify, and hold harmless the Owner against any legal expense incurred to hold the Contractor responsible for the work performed and promised in this agreement to the full extent permitted by law.

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PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name and Address for Notices	Print Name and Address for Notices
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

~~This agreement, and the rights hereunder, may not be assigned without the consent of the Owner. Such consent shall not be necessary in the context of an acquisition of Surety company, by asset sale, merger, change of control or operation of law or provided that consent is given for an assignment by either party to an entity which succeeds to its business provided that Surety still is located in United States of America.~~

This agreement, and the rights hereunder, may not be assigned without the consent of the Owner. Owner agrees that consent shall not be unreasonably withheld and owner agrees that it will grant said consent in the event that Surety is acquired,

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merges, has a change of control or is sold by operation of law and consent shall be granted to an entity which succeeds to its business provided that Surety still is located in United States of America and continues to agree to perform the obligations under this agreement without reservation.

The Contractor shall promptly and at the Contractor's expense defend, indemnify, and hold harmless the Owner against any legal expense incurred to hold the Contractor responsible for the work performed and promised in this agreement to the full extent permitted by law.

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North Central Regional Transit District

BID SCHEDULE

Project(s): 5100972

DATE: August 29, 2016

TIME:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
417000	MISCELLANEOUS PAVING	60	SQ. YD.	$232.00	$13,920.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	L.S.	$13,000.00	$13,000.00
608004	CONCRETE SIDEWALK 4"	155	SQ. YD.	$88.00	$13,640.00
608006	CONCRETE SIDEWALK 6"	50	SQ. YD.	$246.00	$12,300.00
618000	TRAFFIC CONTROL MANAGEMENT	1	L.S.	$14,000.00	$14,000.00
621000	MOBILIZATION	1	L.S.	$21,600.00	$21,600.00
667500	BOLLARD	8	EACH	$803.00	$6424.00
701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	50	LIN. FT.	$30.00	$1500.00
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	1	L.S.	$17,400.00	$17,400.00
901000	CONTRACTOR PROCESSS QUALITY CONTROL	1	L.S.	$7,200.00	$7,200.00

TOTAL AMOUNT BID
(NOT INCLUDING NMGRT) $120,984.00

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between North Central Regional Transit District ("Owner") and

_____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Transit Stops – ADA Transition Plan - Riverside Dr Espanola, New Mexico

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Wilson and Company Inc., Engineers and Architects.

3.02 North Central Region Transit District has retained Wilson and Company Inc., Engineers and Architects ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates and work hours*

A. The Work will be substantially completed on or before **November 23, 2016**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **January 13, 2017**.

B. The work hours for the project shall be Monday thru Friday 7 AM – 6 PM.

4.03 *Liquidated Damages*

A. Contractor and North Central Region Transit District recognize that time is of the essence as stated in Paragraph 4.01 above and that North Central Region Transit District will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by North Central Region Transit District if the Work is not completed on time. Accordingly,

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instead of requiring any such proof, North Central Region Transit District and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay North Central Region Transit District $800 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay North Central Region Transit District $800 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. Contractor will complete the attached Bid Form. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. Total Unit Price Work (subject to final Unit Price adjustment) $_____.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the _____ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

   a. _____ percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to _____ percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less _____ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

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F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to ___, inclusive).
2. Performance bond (pages ___ to ___, inclusive).
3. Payment bond (pages ___ to ___, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).
5. General Conditions Refer to NMDOT 2014 Standard Specifications For Highway and Bridge Construction.
6. Supplementary Conditions (pages ___ to ___, inclusive).
7. The 2014 Edition of New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall govern construction of this project.
8. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: ___ **[or]** the Drawings listed on the attached sheet index.
9. Addenda (numbers ___ to ___, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages ___ to ___, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

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d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

B. Notwithstanding anything to the Contrary in the various contract documents incorporated by reference into this agreement, the NCRTD including the documents listed in section 8.01 of the agreement and the General Notes included as a part of the project plans, the following provisions of the NCRTD procurement code shall supersede any contract provisions to the contrary.

1. (a) *Contract clauses.* All the District contracts for goods, service or construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Agent, after consultation with the District's Legal Counsel, may issue clauses appropriate for goods, service or construction contracts, addressing among others the following subjects:

(1) The unilateral right of the District to order, in writing, changes in the work within the scope of the contract;

(2) The unilateral right of the District to order, in writing, temporary stoppage of the work or delaying performance that does not alter the scope of the contract;

(3) Variations occurring between estimated quantities or work in contract and actual quantities;

(4) Defective pricing;

(5) Liquidated damages;

(6) Specified excuses for delay or nonperformance;

(7) Termination of the contract for default;

(8) Termination of the contract in whole or in part for the convenience of the District ;

(9) Suspension of work on a construction project ordered by the District ;

(10) Site conditions differing from those indicated in the contract or ordinarily encountered, except that a differing site conditions clause need not be included in a contract when:

a. The contract is negotiated;

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b. The contractor provides the site or design; or

c. The parties have otherwise agreed with respect to the risk of differing site conditions.

(11) Insurance.

(b) *Price adjustments.* Adjustments in price resulting from the use of contract clauses by Subsection (a) of this section shall be computed in one or more of the following ways:

(1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) By unit prices specified in the contract or subsequently agreed upon;

(3) By the costs attributable to the events or situations under such clauses with adjustments of profit or fee, all as specified in the contracts or subsequently agreed upon;

(4) In such other manner as the contracting parties may mutually agree upon;

(5) In the absence of agreement by the parties, a unilateral determination by the District of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the District, as accounted for in accordance with generally accepted cost accounting principles and subject to the provisions of Article VII of this Chapter.

(6) A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of section 16.

(c) *Standard clauses and their modification.* The Purchasing Agent, after consultation with the District's Legal Counsel, may establish standard contract clauses for use in the District contracts. If the Purchasing Agent establishes any standard clauses addressing the subjects set forth in subsection (a) of this Section, such clauses may be varied, provided that any variations are supported by a written determination stating the circumstances justifying such variations.

(d) *Advance payment clause permitted.* Advance payment may be permitted when, in consultation with the District's Legal Counsel, the Purchasing Agent authorizes a contract under Section 3 (b) 4 Procurement of goods, services, or construction items under existing contract, and such prior contract relied upon contains an advance payment clause.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

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New Mexico Department of Transportation ("NMDOT")
Bidder's List of Quoters for the Disadvantaged Business Enterprise ("DBE") Program

Control Number ("CN"): 5100972

BIDDER: H.O Construction, Inc. TELEPHONE: (505) 873-0554
ADDRESS: PO Box 9468 Albuquerque NM 87119

The NMDOT establishes the New Mexico DBE goal using the mechanism of a Bidder's list per 49 C.F.R. § 26.45 (2014). The Bidder's list shall contain all quotes, from both DBE and non-DBE quoters, received by the Bidder and shall be submitted with the Bid. The term "quoter" shall include Subcontractors and Suppliers.

Failure of the Bidder to comply with this Bidder's List of Quoters shall render the Bid non-responsive and the Bid shall be rejected.

Name of Contractor, Subcontractor or Supplier	Address	DBE	Non-DBE
Espanola Transit Mix	1301 Riverside Dr. Espanola, NM 87532		X

EJCDC

PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
H.O. CONSTRUCTION, INC.
4132 Sheldon St. SE
Albuquerque, New Mexico 87105

SURETY *(Name, and Address of Principal Place of Business)*:
WESTCHESTER FIRE INSURANCE COMPANY
320 Osuna NE, Suite G-1
Albuquerque, New Mexico 87107

OWNER *(Name and Address)*:
NORTH CENTRAL REGIONAL TRANSIT DISTRICT
1327 Riverside Drive
Espanola, New Mexico 87532

BID

Bid Due Date: AUGUST 29, 2016

Description *(Project Name— Include Location)*: CN 5100972-NCRTD 9 ADA COMPLIANT BUS STOPS REBID

BOND

Bond Number: N/A

Date: AUGUST 29, 2016

Penal sum Five percent (5%) of total bid amount as shown on the project bid schedule $
(Words) (Figures)

Surety and Bidder, Intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
H.O. CONSTRUCTION, INC. (Seal)	WESTCHESTER FIRE INSURANCE COMPANY (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
Horacio Ortiz	DEAN E. VIGIL
Print Name	Print Name
President	ATTORNEY-IN-FACT
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

* PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee shall, prior to the execution of the contract, furnish evidence satisfactory to the Surety of the Obligee's ability to make payment to the Principal in accordance with the terms of the contract.*

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY,** a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Bartley Hoyt Kinney, III, Carl Samuel Conlee, III, Dean E Vigil, Linda D Dooley, Stuart E Kuyper, all of the City of ALBUQUERQUE, New Mexico, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding One million Two hundred Fifty thousand dollars & zero cents ($1,250,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 16 day of November 2015.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 16 day of November, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney ,Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 29, 2018

Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY,** do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 29th day of August 2016

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 16, 2017.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

HEAT SENSITIVE SHIELD • RIDES WITH HEAT OR TOUCH •

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name— Include Location)*:

BOND

Bond Number:

Date:

Penal sum Five percent (5%) of total bid amount as shown on the project bid schedule $ _____

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Print Close

NMDOT: Certification Status

From: **New Mexico DOT** (NMDOT.VendCert@mail132-114.atl131.mandrillapp.com) on behalf of **New Mexico DOT** (NMDOT.VendCert@state.nm.us)
Sent: Thu 1/28/16 11:44 AM
To: Lissette Serrano (hoconstruction@msn.com)

January 28, 2016

Horacio Ortiz
H.O. Construction, Inc.
PO Box 9468
Albuquerque, NM 87119

Dear Horacio Ortiz:

New Mexico Department of Transportation (NMDOT) has reviewed your Continued DBE Eligibility Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the certification eligibility standards set forth in the New Mexico Unified Certification Program (NMUCP) and the NMDOT's DBE Program in accordance with 49 CFR Part 26 as amended. Your next No Change Affidavit is due on February 1, 2017. A courtesy notification may be sent to you prior to this date, however it is the DBE owner's responsibility to ensure annual renewal information is provided in a timely manner. Your firm is certified under the NAICS Codes listed below, effective January 28, 2016.

(Type of Work)
NAICS-237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS-237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS-238990: CURB AND GUTTER CONSTRUCTION, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA, CONCRETE
NAICS-238990: SIDEWALK CONSTRUCTION, RESIDENTIAL AND COMMERCIAL

In accordance with 49 CFR Part 26 as amended, for continued DBE certification, an Annual Affidavit and the previous year(s) Federal Business Taxes OR the first page of Federal Personal

Taxes and 'Schedule C' must be submitted by the DBE owner(s) to NMDOT on or before the anniversary date.

Further, the NMDOT DBE Directory is used by prime contractors/consultants as well as other agencies to solicit participation of DBE firms. The DBE Directory can be accessed at http://www.dot.state.nm.us.

For further information or assistance please contact NMDOT at (505) 469-1435.

Sincerely,

Geanette Garcia
NMDOT DBE Certification Officer
Construction and Civil Rights Bureau

THIS IS EVIDENCE OF YOUR CERTIFICATION. PLEASE SAVE THIS FOR YOUR RECORDS:

CERTIFICATE OF REGISTRATION

This is to certify that: H.O. Construction, Inc. is registered as a Disadvantaged Business Enterprise with the NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM & NEW MEXICO UNIFIED CERTIFICATION PROGRAM (NMUCP)

And is therefore so recognized as certified beginning on: January 28, 2016

Under the following Work Codes:
NAICS-237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS-237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS-238990: CURB AND GUTTER CONSTRUCTION, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA, CONCRETE
NAICS-238990: SIDEWALK CONSTRUCTION, RESIDENTIAL AND COMMERCIAL

In accordance with 49 CFR Part 26 as amended, for continued DBE certification, an Annual Affidavit, and the previous year's federal business OR "Schedule C" of personal taxes must be submitted by the DBE owner(s) to NMDOT on or before the anniversary date.

Certificate No. 11-01-398

PLEASE SAVE THIS EMAIL FOR FUTURE REFERENCE.
THIS IS EVIDENCE OF YOUR DBE CERTIFICATION THROUGH NMDOT.

Construction and Civil Rights Bureau
Phone: 505.469.1435
http://www.dot.state.nm.us

If you have any questions about your certification you may also email us at geanette.garcia@state.nm.us

This message was sent to: "Lissette Serrano" <hoconstruction@msn.com>
Sent on: 1/28/2016 12:01:08 PM
System ReferenceID: 33039709

North Central Regional Transit District ("NCRTD")
Disadvantaged Business Enterprise ("DBE") Goal

Form A-585

Control Number ("CN"): 5100972

Bidder H.O. Construction, Inc Telephone: (505) 873-0554
Address: PO Box 9468 Albuquerque NM 87119

Contractor's DBE Liaison Officer: Lissette Serrano
Total Bid Amount $ 120,984.00

Contractors DBE Participation 100%

Dollar Estimate and Participation $ 0 or 0 %.

For this Project the DBE participation goal is in the Advertisement. If the Bidder can meet the DBE goal it shall complete this form and submit the same before Bid Opening. If the Bidder is unable to meet the goal it shall submit evidence of its good faith efforts taken to meet the goal by 4:30 PM, local prevailing time, seven (7) Days after Bid Opening per 49 C.F.R. § 26.53 (b)(3) (2014).

Good faith efforts require that the Bidder show that it took all necessary and reasonable steps to achieve this Project's DBE goal. The necessary and reasonable steps are expected, by their scope, intensity, and appropriateness to the objective of meeting this Projects DBE goal, to obtain sufficient DBE participation. Good faith efforts include, but are not limited to, those described in the Federal Requirements Notice to Contractors and 49 C.F.R. Pt. 26, Appendix A (2014).

If the NCRTD determines that the Bidder has failed to make good faith efforts to meet the DBE goal the Bidder is entitled to seek administrative reconsideration per 49 C.F.R. § 26.53 (d).

Name of Certified DBE Contractor, Subcontractor or Supplier	Address	NAICS Code for DBE	Item No.(s) of Work Description	Proposed Amount (round to nearest dollar)
Espanola Transit Mix	1301 Riverside Espanola	N/A	Asphalt & Concrete	$20,000.00

Bidders shall use certified DBEs contained in the DBE directory required by 49 C.F.R. § 26.81(g) (2011). Bidders shall confirm that the DBE is certified at the following link:

https://nmdot.dbesystem.com/FrontEnd/VendorSearchPublic.asp?TN=nmdot&XID=5347

Failure to comply with the requirements of the DBE Goal Form A-585 shall render the Bid non-responsive and the Bid shall be rejected.

New Mexico Department of Transportation ("NMDOT")
Non-Debarment Certification

Control Number ("CN"): 5100972

BIDDER: H.O. Construction, Inc TELEPHONE: (505) 873-0354
ADDRESS: PO Box 9468 Alb. NM 87119

The Federal Highway Administration suspends or debars contractors to protect taxpayer dollars and the NMDOT is required to Award Contracts to responsible Bidders. The submission of the Bid is the Bidder's certification that neither it nor its principals are presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Project by any federal department or agency. The Bidder further agrees that if it is the lowest Responsible Bidder and awarded the Contract then it shall comply with the following:

1. The Contractor shall verify through the SAM.gov website at https://www.sam.gov/portal/SAM/##11 that its Subcontractor(s), at any tier(s), is not presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Project. The result of this verification shall be provided in the NMDOT's permission to subcontract request form number A - 1086 and A – 1087; and

2. If circumstances change to render this certification inaccurate then the Contractor shall provide the changed circumstances immediately in writing to the Project Manager.

If the Contractor knowingly makes a false certification the NMDOT may take any available actions under the Contract.

Failure to acknowledge the terms and conditions above shall render the Bid non-responsive and the Bid shall be rejected.

I acknowledge

New Mexico Department of Transportation ("NMDOT")
Pay Equity Reporting Acknowledgement
New Mexico Executive Order 2009-049

Control Number ("CN"): 5100972

BIDDER: H.O. Construction, Inc. TELEPHONE: (575) 873-0554
ADDRESS: PO Box 9468 Alb NM 87119

Pre-Award

The State of New Mexico requires the lowest Responsible Bidder to, in order to contract with Executive Branch Agencies, including the NMDOT, comply with Executive Order 2009-049. To comply with the Executive Order, after receipt of the notice of preliminary award of contract, the lowest Responsible Bidder shall submit per the notice of preliminary award of contract either form PE10-249 or PE250 depending on its number of employees at the time it receives the notice of preliminary award of contract.

Failure of the lowest Responsible Bidder to comply with this Pay Equity Reporting Acknowledgement may constitute just cause for cancellation of the Award and the forfeiture of the Bid Guaranty.

Exemptions exist regarding compliance with the Executive Order. The Executive Order and required forms can be obtained from the following link:

http://www.generalservices.state.nm.us/statepurchasing/pay_equity.aspx

Post-Award

If Contract Time extends beyond one (1) year from the date in the Notice to Proceed, then within ten Days of the annual anniversary date of the Notice to Proceed, the Contractor shall submit to the Project Manager an updated form PE 10-249 or PE250 depending on the number of employees it has at that time.

If at the expiration of Contract Time, more than 180 Days has elapsed since submittal of the last PE 10-249 or PE250, the Contractor shall submit to the Project Manager an updated form PE 10-249 or PE250.

If a Subcontractor, at any tier, performs ten percent or more of the Total Original Contract Amount and has ten or more employees or eight (8) employees in the same job classification then the Contractor shall submit to the Project Manager the PE 10-249 or PE250. The Contractor shall submit the appropriate form with the permission to subcontract package forms A-1086 or A-1087.

If a Subcontractor, at any tier, performs ten percent or more of the Total Original Contract Amount and during the performance of this Work grows to have ten or more employees or eight (8) employees in the same job classification then the Contractor shall immediately submit form PE 10-249 or PE250.

Subsequent form PE 10-249 or PE250 submittals, by the Contractor for its Subcontractors, at any tier, shall be due yearly on the anniversary date of the Project Manager's approval of the permission to subcontract package.

Failure of the Contractor to comply with this Pay Equity Reporting Acknowledgement shall result in the NMDOT exercising its remedies under the Contract.

I acknowledge

New Mexico Department of Transportation ("NMDOT")
Subcontractors Fair Practices Act Compliance

Control Number ("CN"): 5100972

BIDDER: H.O. Construction Inc TELEPHONE: (505) 873-0554
ADDRESS: PO Box 9468 Alb NM 87119

The Subcontractors Fair Practices Act, NMSA 1978, §§ 13 – 4 – 31 to – 43 (1995), applies to this Project.

The Subcontractors Fair Practices Act prevents Contractors from bid shopping and bid peddling. The Subcontractors Fair Practices Act requires that Subcontractor quotes received for specific Bid Item Work shall be listed when the quote exceeds the lising threshold identified herein.

For this Project, quotes for street lighting and traffic signals that exceed the listing threshold in the Advertisement shall be listed.

Only one Subcontractor shall be listed below for each Bid Item.

The listing requirements do not apply if the Contractor:

1) Receives no quotes for the Bid Item Work and the Contractor states the same below; or

2) Receives only one quote for the Bid Item Work, the Contractor states the name of the sole quoter below and the designation of sole quoter below only occurs one time.

Bid Item(s)	Subcontractor (and if sole quoter designation as sole quoter)	Address	Quote Amount
	No Bids Received		

Failure to list a Subcontractor quote, that no quotes were received, or that a sole quote was received for the Bid Items that exceed the listing threshold is the Contractor's representation that it is qualified and shall self perform the Bid Item Work itself.

Substitutions of listed Subcontractors with other listed Subcontractors or with non-listed Subcontractors are allowed only per Section 13-4-36 and is conditioned upon the written consent of the NMDOT before the substitution occurs.

Failure of the Contractor to comply with the requirements herein shall be grounds for NMDOT's exercising its contractual remedies and the assessment of penalties per Section 13-4-41.

NOTICE TO CONTRACTORS
Special Contract Requirements
July 1, 2016

Project *CN 5100972*
Transit Stops – ADA Transition Plan
1) North Central Regional Transit District Contract Principal Defined

YOU ARE HEREBY ADVISED OF THE FOLLOWING:

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1) North Central Regional Transit District (NCRTD) shall be interpreted and substituted as the Contract Principal/Owner. Any reference to New Mexico Department of Transportation within this Contract shall be interpreted as "NCRTD." Any reference to NMDOT personnel within the Contract shall be interpreted as NCRTD Project Manager.

2) Any and all references to the General Conditions referenced in the EJCDC C-520 contract shall be interpreted and substituted with the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction 2014 Edition Book.

Office of Infrastructure
January 16, 2015

NOTICE TO CONTRACTORS

ADA Construction Inspection Procedure

CN 5100972

General Comments

NMDOT is recognized as a Title II public entity under the Americans with Disabilities Act of 1990 (Public Law 101-336) (the "ADA"). The ADA provides protections to individuals with disabilities that are at least equal to those provided by the nondiscrimination provisions of title V of the Rehabilitation Act of 1973. The ADA extends the prohibition of discrimination in federally assisted programs, established by section 504 of the Rehabilitation Act, to all activities of State and local government, irrespective of the funding source for the program. As a Title II entity NMDOT must comply with the ADA to make public facilities accessible so as to prohibit discrimination against any "qualified individual with a disability"

Meeting ADA compliance is an ongoing NMDOT obligation, which requires commitment and diligence on multiple levels from project planning through construction of a public right-of-way (PROW) facility.

For this project, to ensure ADA compliance is met, the Contractor shall implement the NMDOT ADA Construction Inspection Policy and Procedure. This Work shall be considered incidental to the completion of the Project and no additional payment shall be made. Failure to comply with this Notice to Contractors may be deemed a Nonconformance in accordance with Specification Section 101.4 "Terms and Definitions" and subject the Contractor to Specification Section 108.9 "Default of Contract".

ADA Construction Compliance Requirement:

All constructed ADA facilities meet the *Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of –Way (PROWAG),* July 26, 2011, which may be accessed through the State Construction Bureau webpage (http://dot.state.nm.us/en/Construction.html).

Construction Inspection Procedure

The ADA Curb Ramp Documentation forms attached to this Notice to Contractors will be used for the inspection process and NMDOT Acceptance of all curb ramps within the Project to ensure compliance with both PROWAG guidelines and NMDOT construction Plan design. The ADA Curb Ramp documentation forms and this procedure will be discussed at the mandatory Pre-Bid Meeting, if one is held, and the Pre-Construction Conference.

Procedure: The following procedure describes the use of the NMDOT ADA Curb Ramp Documentation form and the inspection process.

1) The Contractor must provide notice to the Project Manager in accordance with Standards Specification 105.10 "Inspection of Work".

- Only a 24 inch electronic digital ("Smart") level with 0.1% slope accuracy shall be permitted for ADA construction and inspection Acceptance.
- The Contractor and the NMDOT shall calibrate each Smart level prior to performing the next step.
- The Contractor and NMDOT shall select which curb ramp form best aligns with the type to be inspected.
- Before scheduling delivery of concrete, the Contractor and NMDOT shall complete the Pre-Pour Inspection Form verifying that the concrete formwork is constructed to dimensions and grades shown on plans and meets PROWAG, 2011 technical design criteria and NMDOT Construction Plans.
- The NMDOT inspector will verify measurements on the Pre-Pour Form meet the requirements or require correction of all discrepancies in accordance with Standard Specification 105.11 "Removal of Unacceptable and Unauthorized Work", before scheduling of concrete to ensure the finished concrete Work will meet PROWAG and NMDOT Construction Plans.
- When all measurements meet the Contract requirements then the NMDOT inspector will permit the concrete pour.
- Repeat the procedure using the Constructed Inspection Form after the concrete pour to ensure the curb ramp(s) meets PROWAG compliance and NMDOT Construction Plan design criteria.
- The NMDOT inspector will verify measurements on the Constructed Inspection Form for Acceptance of the Work. Unacceptable Work will be subject to Standard Specification 105.11 "Removal of Unacceptable and Unauthorized Work".

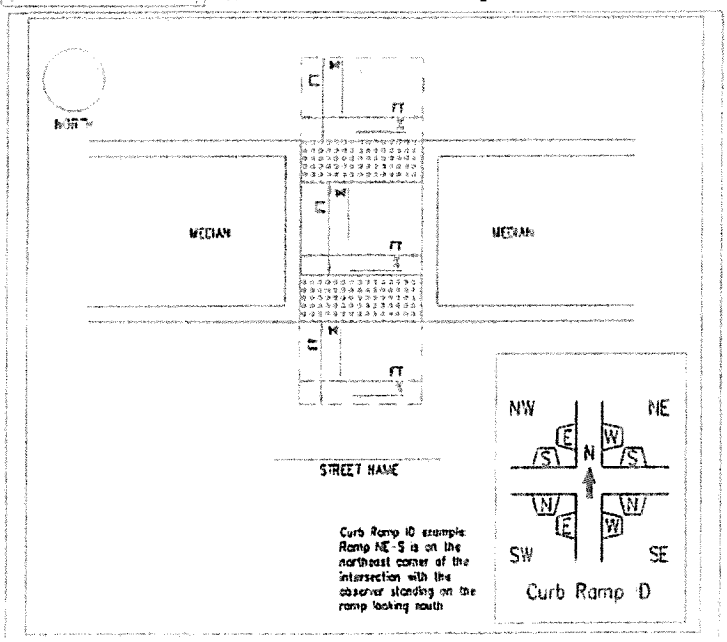
The Contractor shall prepare the final documentation to include all applicable field measurements documented on the ADA Curb Ramp Documentation inspection forms; the acceptance by the inspector; and a minimum of two (2) pictures of the constructed curb ramp(s). The Contractor shall submit the completed forms to the NMDOT Project Manager, before the next Progress Payment.

The Contractor shall protect and maintain the constructed ADA facilities until such time that Final Acceptance of the ADA facility occurs. Final Acceptance occurs in accordance with Standards Specification section 109.10 "Project Closure".

NEW MEXICO DEPARTMENT OF TRANSPORTATION

ADA Curb Ramp Documentation
Type: Median - Area of Refuge

Pre-Pour Inspection



INSPECTOR SIGNATURE _____

PRINT NAME _____

CONTRACTOR _____

CONTRACTOR SIGNATURE _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #

NMDOT DISTRICT #

CURB RAMP MP #

STA: OFFSET

CORNER

CITY/STATE

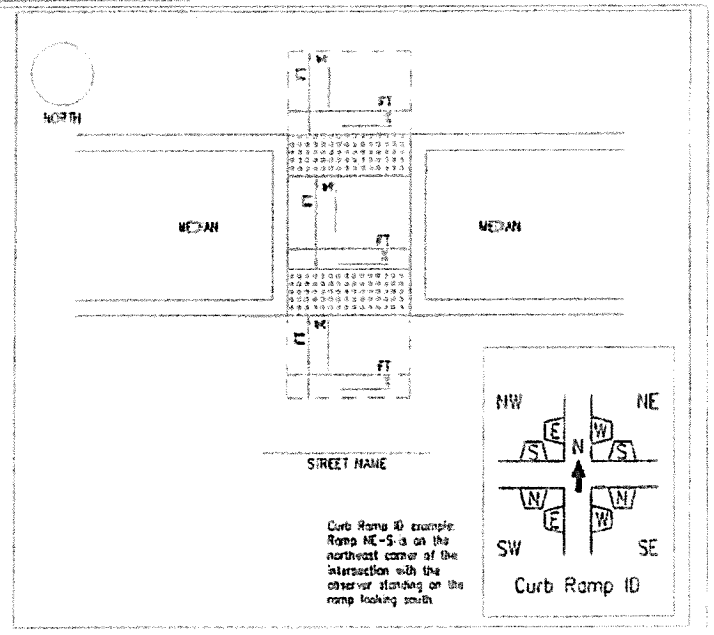
DATE

"FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT"

NEW MEXICO DEPARTMENT OF TRANSPORTATION

ADA Curb Ramp Documentation
Type: Median - Area of Refuge

Constructed Inspection



INSPECTOR SIGNATURE _____

PRINT NAME _____

CONTRACTOR _____

CONTRACTOR SIGNATURE _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #

NMDOT DISTRICT #

CURB RAMP MP #

STA: OFFSET

CORNER

CITY/STATE

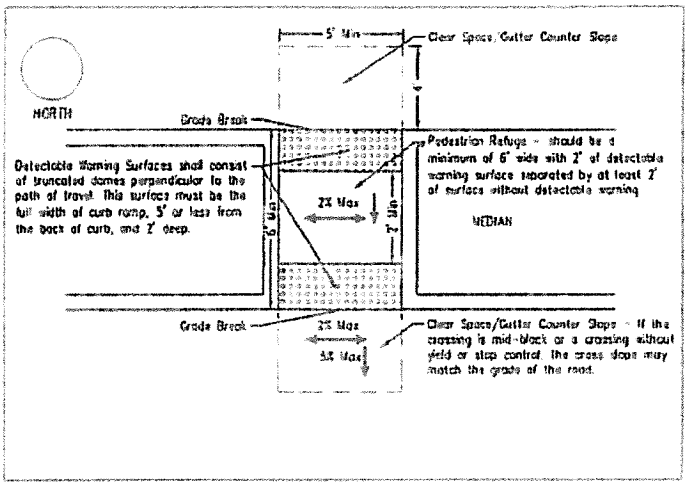
DATE

"FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT"

TRANSPORTATION

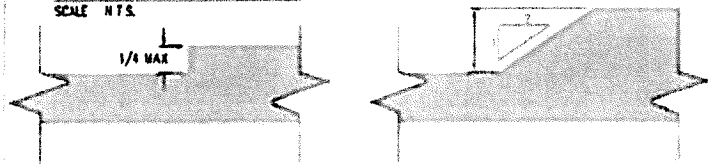
ADA Curb Ramp Documentation

Type: Median – Area of Refuge


5' Min
Clear Space/Gutter Counter Slope
NORTH
Grade Break
Detectable Warning Surfaces shall consist of truncated domes perpendicular to the path of travel. This surface must be the full width of curb ramp, 5' or less from the back of curb, and 2' deep.
Pedestrian Refuge - should be a minimum of 6' wide with 2' of detectable warning surface separated by at least 2' of surface without detectable warning
2% Max
MEDIAN
Grade Break
2% Max
5% Max
Clear Space/Gutter Counter Slope - If the crossing is mid-block or a crossing without yield or stop control, the cross slope may match the grade of the road.

Vertical Surface Discontinuities

SCALE N.T.S.



Vertical surface discontinuities shall be 1/4" maximum. Vertical discontinuities between 1/4" and 1/2" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.

TRANSPORTATION

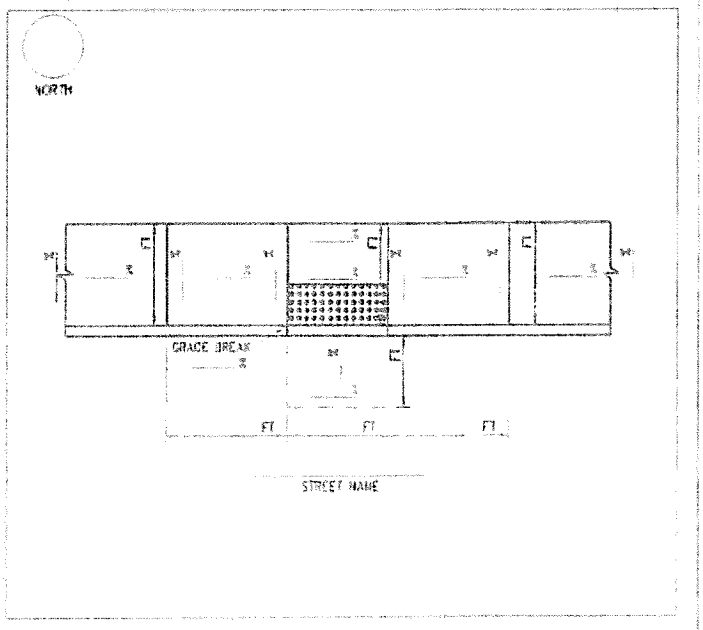
ADA Curb Ramp Documentation

Type: Median – Area of Refuge

COMMENTS:

ADA Curb Ramp Documentation
Type: Mid-Block Parallel

Pre-Pour Inspection



INSPECTOR SIGNATURE _____
PRINT NAME _____
CONTRACTOR _____
CONTRACTOR SIGNATURE _____

LEVEL CALIBRATION

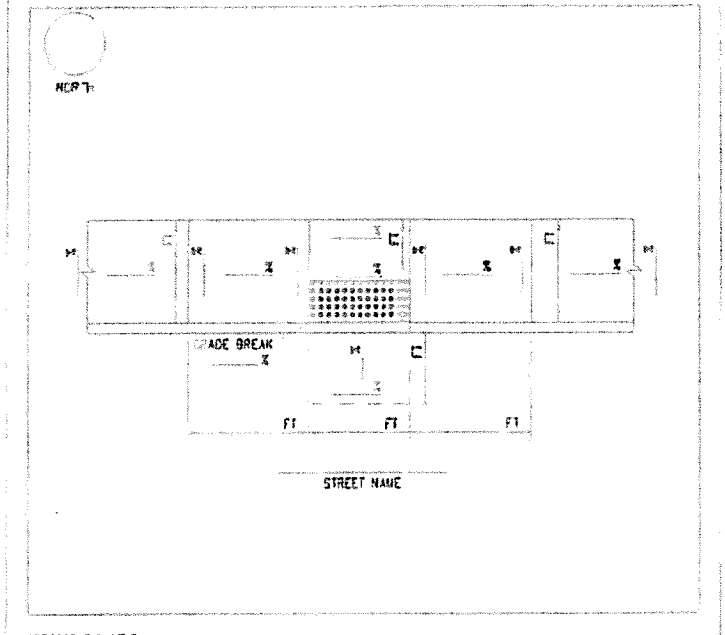
NMDOT INSPECTOR INITIAL _____ DATE _____
CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #
NMDOT DISTRICT #
CURB RAMP MP #
STA: OFFSET
CORNER
CITY/STATE
DATE

"FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT"

ADA Curb Ramp Documentation
Type: Mid-Block Parallel

Constructed Inspection



INSPECTOR SIGNATURE _____
PRINT NAME _____
CONTRACTOR _____
CONTRACTOR SIGNATURE _____

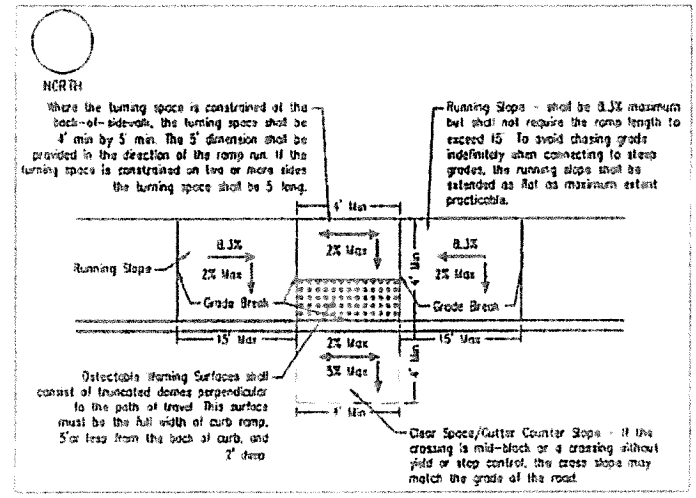
LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____
CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #
NMDOT DISTRICT #
CURB RAMP MP #
STA: OFFSET
CORNER
CITY/STATE
DATE

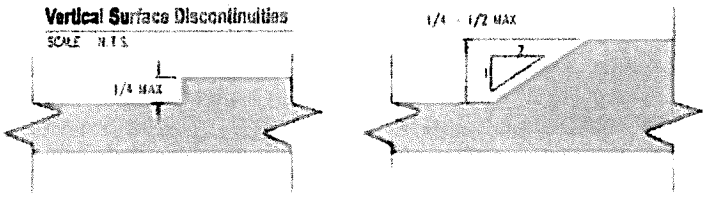
"FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT"

ADA Curb Ramp Documentation
Type: Mid–Block Parallel


NORTH
Where the turning space is constrained at the back-of-sidewalk, the turning space shall be 4' min by 5' min. The 5' dimension shall be provided in the direction of the ramp run. If the turning space is constrained on two or more sides the turning space shall be 5' long.
Running Slope - shall be 8.3% maximum but shall not require the ramp length to exceed 15'. To avoid chasing grade indefinitely when connecting to steep grades, the running slope shall be extended as far as maximum extent practicable.
4' Min
Running Slope
8.3%
2% Max
Grade Break
2% Max
4' Min
15' Max
Detectable Warning Surfaces shall consist of truncated domes perpendicular to the path of travel. This surface must be the full width of curb ramp, 5' or less from the back of curb, and 2' deep
3% Max
Clear Space/Gutter Counter Slope - If the crossing is mid-block or a crossing without yield or stop control, the cross slope may match the grade of the road.

Vertical Surface Discontinuities

SCALE N.T.S.



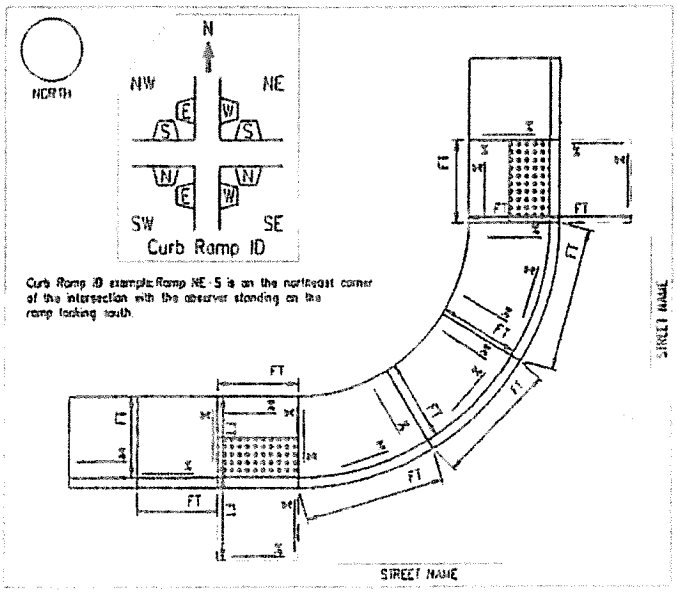
Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.

ADA Curb Ramp Documentation
Type: Mid–Block Parallel

COMMENTS:

ADA Curb Ramp Documentation
Type: Parallel (Directional)

Pre-Pour Inspection



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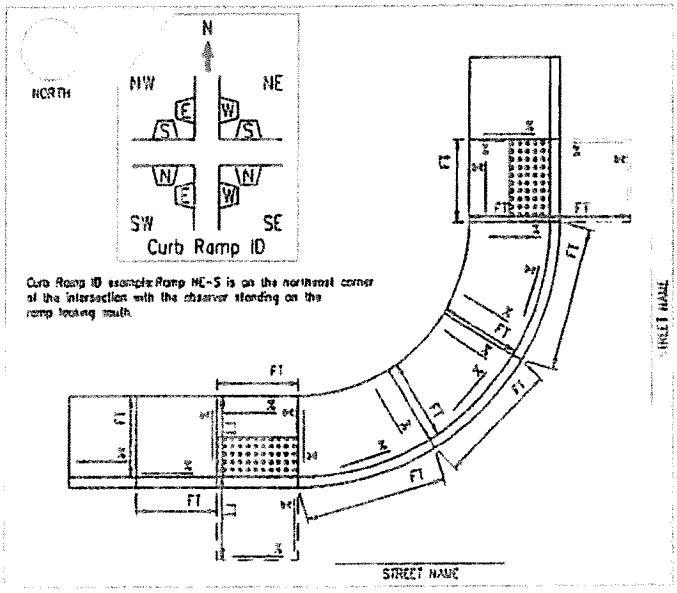
PRINT NAME
CONTRACTOR
CONTRACTOR SIGNATURE
LEVEL CALIBRATION
NMDOT INSPECTOR INITIAL ..... DATE .....
CONTRACTOR INITIAL ..... DATE .....

NMDOT PROJECT #
NMDOT DISTRICT #
CURB RAMP MP #
STA: OFFSET
CORNER
CITY/STATE
DATE

"FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT"

ADA Curb Ramp Documentation
Type: Parallel (Directional)

Constructed Inspection



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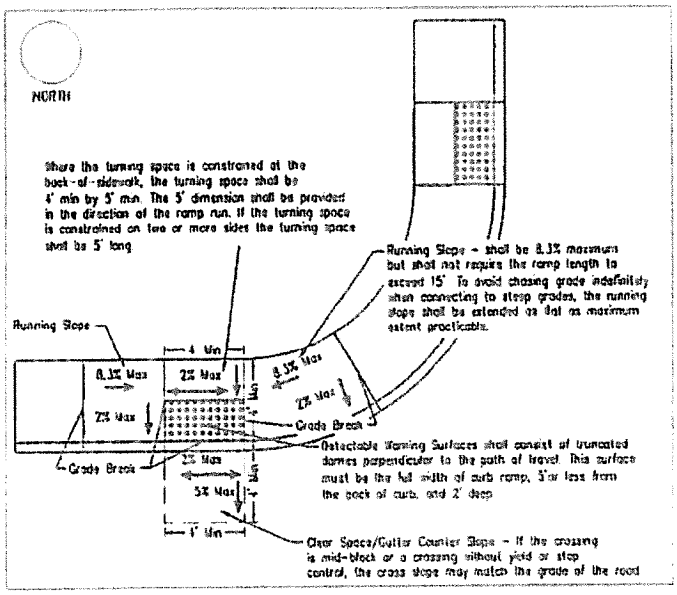
"FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT"

TRANSPORTATION

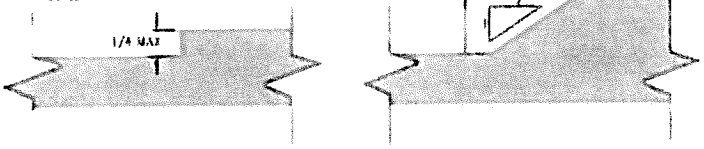
ADA Curb Ramp Documentation

Type: Parallel (Directional)


NORTH
Where the turning space is constrained at the back-of-sidewalk, the turning space shall be 4' min by 5' min. The 5' dimension shall be provided in the direction of the ramp run. If the turning space is constrained on two or more sides the turning space shall be 5' long
Running Slope – shall be 8.3% maximum but shall not require the ramp length to exceed 15'. To avoid chasing grade indefinitely when connecting to steep grades, the running slope shall be extended as far as maximum extent practicable.
Running Slope
4' Min
8.3% Max
2% Max
8.3% Max
2% Max
2% Max
Grade Break
Grade Break
2% Max
5% Max
4' Min
Detectable Warning Surfaces shall consist of truncated domes perpendicular to the path of travel. This surface must be the full width of curb ramp, 3' or less from the back of curb, and 2' deep
Clear Space/Gutter Counter Slope – If the crossing is mid-block or a crossing without yield or stop control, the cross slope may match the grade of the road

Vertical Surface Discontinuities

SCALE N.T.S.



Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.

TRANSPORTATION

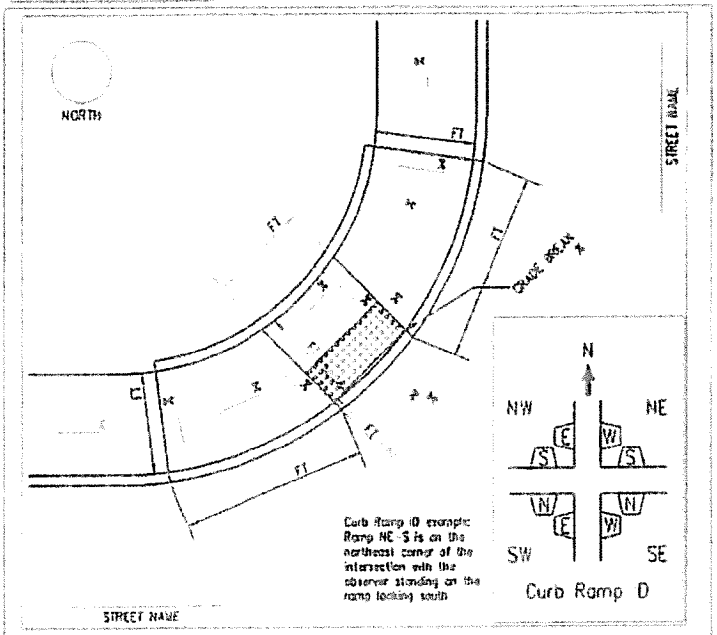
ADA Curb Ramp Documentation

Type: Parallel (Directional)

COMMENTS:

ADA Curb Ramp Documentation
Type: Parallel (Diagonal)

Pre-Pour Inspection



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LEVEL CALIBRATION

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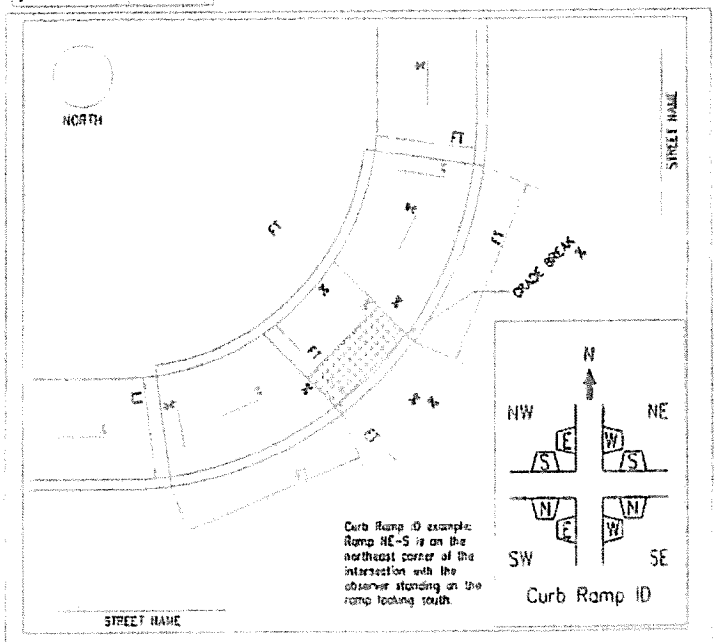
"FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT"

ADA Curb Ramp Documentation
Type: Parallel (Diagonal)

Constructed Inspection



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LEVEL CALIBRATION

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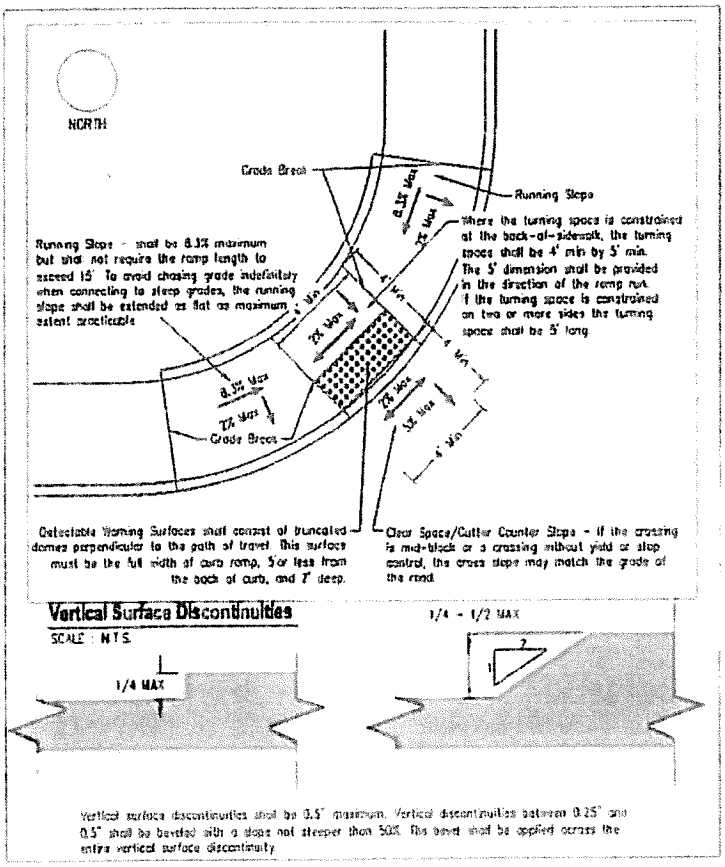
TRANSPORTATION

ADA Curb Ramp Documentation
Type: Parallel (Diagonal)


NORTH
Grade Break
Running Slope
8.3% Max
2% Max
Where the turning space is constrained at the back-of-sidewalk, the turning space shall be 4' min by 5' min. The 5' dimension shall be provided in the direction of the ramp run. If the turning space is constrained on two or more sides the turning space shall be 5' long
Running Slope - shall be 8.3% maximum but shall not require the ramp length to exceed 15' To avoid chasing grade indefinitely when connecting to steep grades, the running slope shall be extended as flat as maximum extent practicable
4' Min
8.3% Max
2% Max
Grade Break
5% Max
Detectable Warning Surfaces shall consist of truncated domes perpendicular to the path of travel. This surface must be the full width of curb ramp, 5' or less from the back of curb, and 2' deep.
Clear Space/Gutter Counter Slope - If the crossing is mid-block or a crossing without yield or stop control, the cross slope may match the grade of the road.
Vertical Surface Discontinuities
SCALE : NTS
1/4 MAX
1/4 - 1/2 MAX
7
1
Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.

TRANSPORTATION

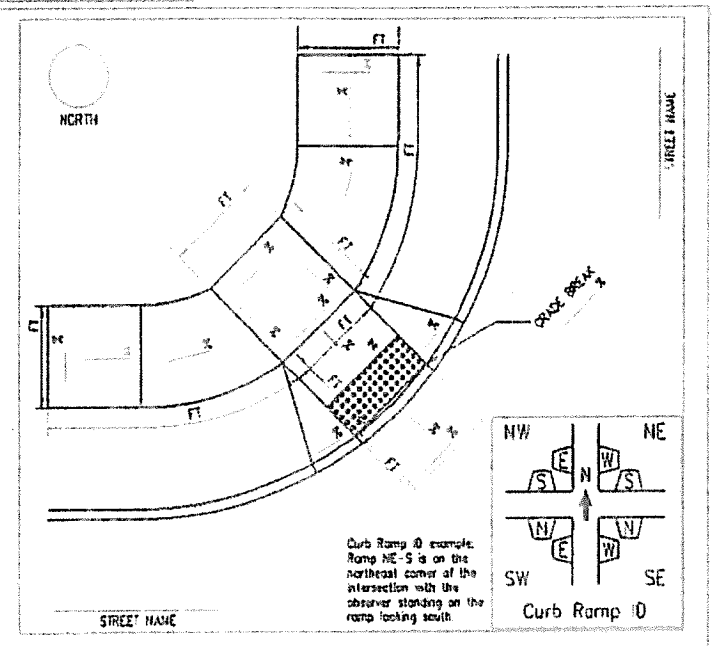
ADA Curb Ramp Documentation
Type: Parallel (Diagonal)

COMMENTS:

ADA Curb Ramp Documentation

Type: Perpendicular - Detached Walk

Pre-Pour Inspection



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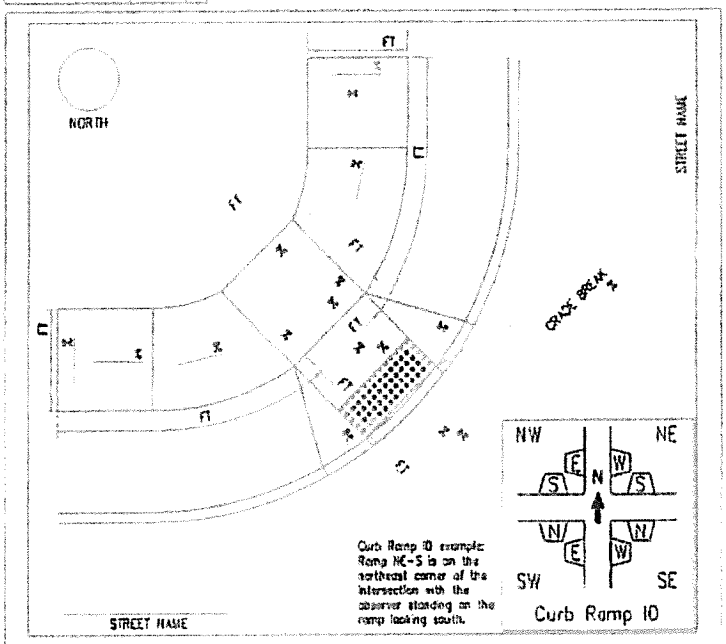
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation

Type: Perpendicular - Detached Walk

Constructed Inspection



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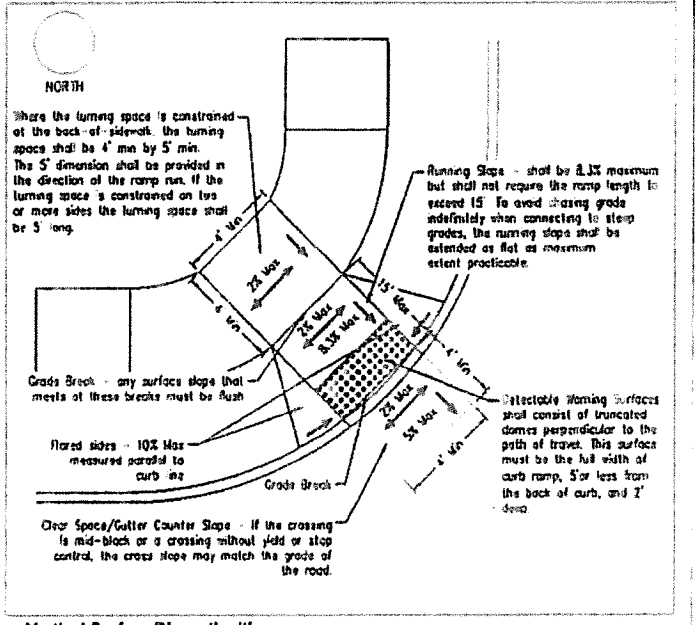
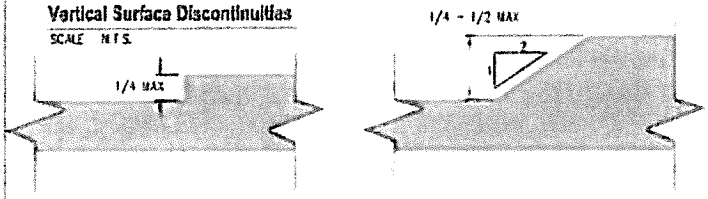
ADA Curb Ramp Documentation

Type: Perpendicular – Detached Walk


NORTH
Where the turning space is constrained at the back-of-sidewalk, the turning space shall be 4' min by 5' min. The 5' dimension shall be provided in the direction of the ramp run. If the turning space is constrained on two or more sides the turning space shall be 5' long.
Running Slope - shall be 8.3% maximum but shall not require the ramp length to exceed 15'. To avoid chasing grade indefinitely when connecting to steep grades, the running slope shall be extended as flat as maximum extent practicable.
Grade Break - any surface slope that meets at these breaks must be flush
Flared sides - 10% Max measured parallel to curb line
Grade Break
Clear Space/Gutter Counter Slope - If the crossing is mid-block or a crossing without yield or stop control, the cross slope may match the grade of the road.
Detectable Warning Surfaces shall consist of truncated domes perpendicular to the path of travel. This surface must be the full width of curb ramp, 5' or less from the back of curb, and 2' deep
2% Max
8.3% Max
5% Max
4' Min

Vertical Surface Discontinuities

SCALE N.T.S.



Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.

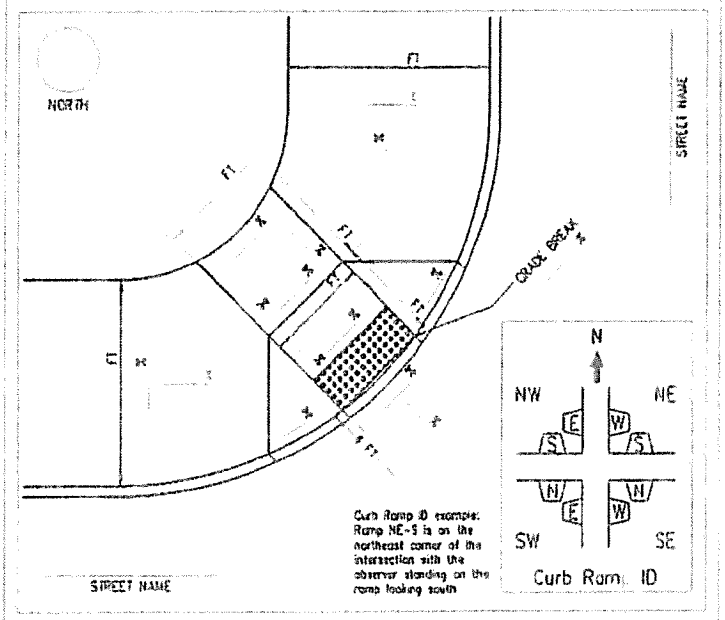
ADA Curb Ramp Documentation

Type: Perpendicular – Detached Walk

COMMENTS:

ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)

Pre-Pour Inspection



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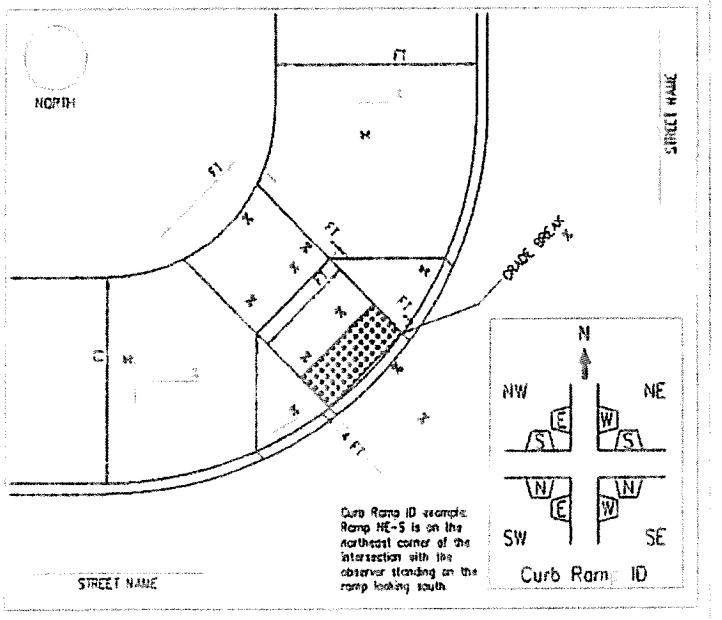
ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)

Constructed Inspection



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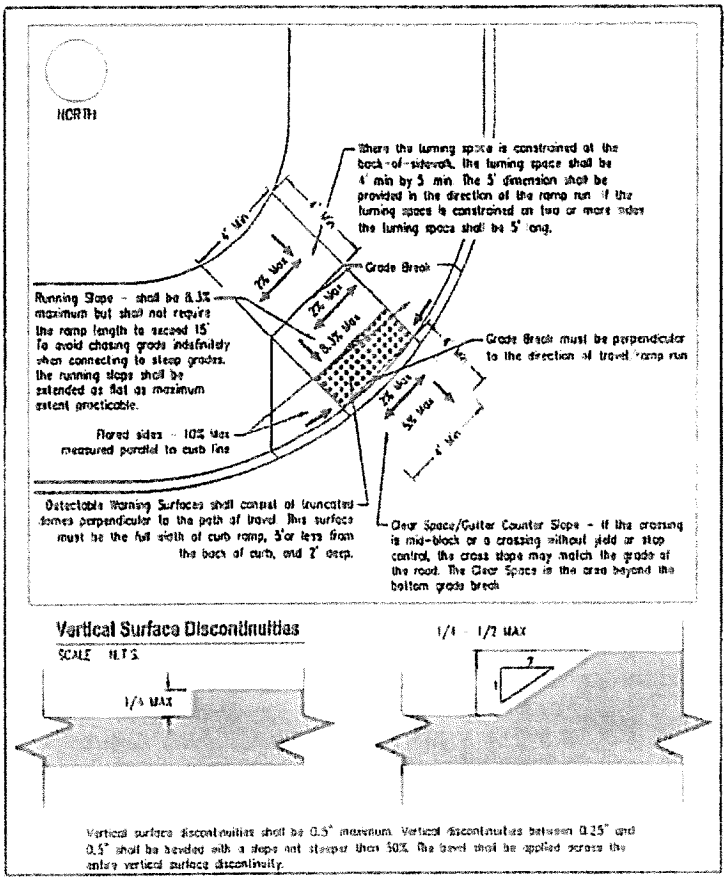
ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)

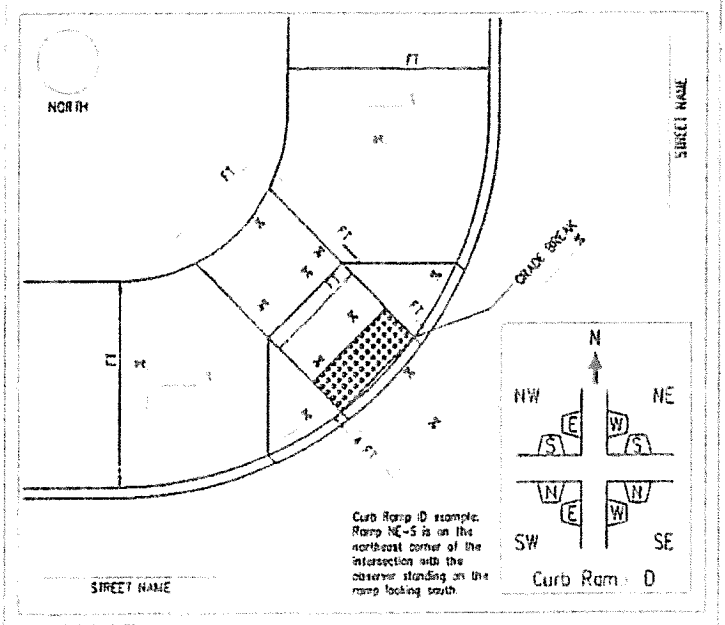

NORTH
Where the turning space is constrained at the back-of-sidewalk, the turning space shall be 4' min by 5' min. The 5' dimension shall be provided in the direction of the ramp run. If the turning space is constrained on two or more sides the turning space shall be 5' long.
4' Min
4' Min
2% Max
Grade Break
2% Max
8.3% Max
Running Slope - shall be 8.3% maximum but shall not require the ramp length to exceed 15' To avoid chasing grade indefinitely when connecting to steep grades, the running slope shall be extended as flat as maximum extent practicable.
Grade Break must be perpendicular to the direction of travel ramp run
Flared sides - 10% Max measured parallel to curb line
2% Max
5% Max
4' Min
Detectable Warning Surfaces shall consist of truncated domes perpendicular to the path of travel. This surface must be the full width of curb ramp, 3' or less from the back of curb, and 2' deep.
Clear Space/Gutter Counter Slope - If the crossing is mid-block or a crossing without yield or stop control, the cross slope may match the grade of the road. The Clear Space is the area beyond the bottom grade break
Vertical Surface Discontinuities
SCALE N.T.S.
1/4 MAX
1/4 - 1/2 MAX
7
1
Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.

ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)

COMMENTS:

ADA Curb Ramp Documentation
Type: Perpend ular (Diagono

Pre-Pour Inspection



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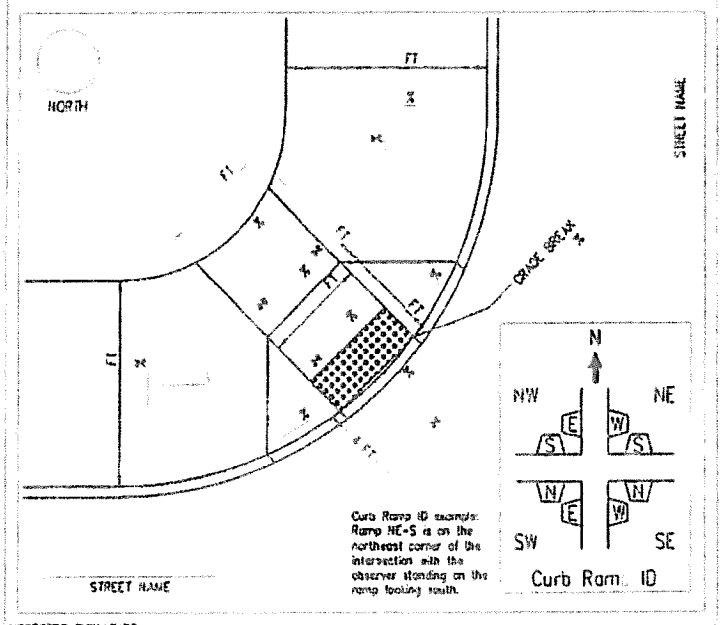
ADA Curb Ramp Documentation
Type: Perpendicular (Diagono)

Constructed Inspection



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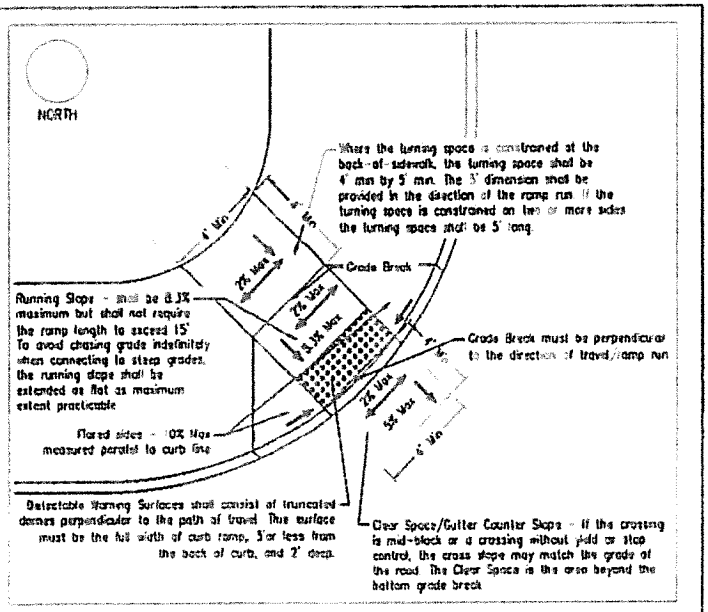
ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)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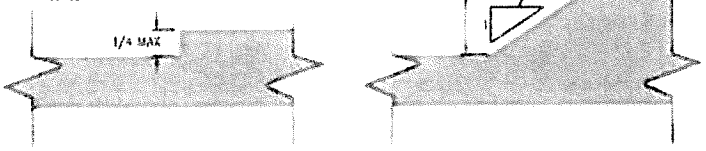
Where the turning space is constrained at the back-of-sidewalk, the turning space shall be 4' min by 5' min. The 5' dimension shall be provided in the direction of the ramp run. If the turning space is constrained on two or more sides the turning space shall be 5' long.
Grade Break
Running Slope - shall be 8.3% maximum but shall not require the ramp length to exceed 15'. To avoid chasing grade indefinitely when connecting to steep grades, the running slope shall be extended as flat as maximum extent practicable
Grade Break must be perpendicular to the direction of travel/ramp run
Flared sides - 10% Max measured parallel to curb line
Detectable Warning Surfaces shall consist of truncated domes perpendicular to the path of travel. The surface must be the full width of curb ramp, 5' or less from the back of curb, and 2' deep.
Clear Space/Gutter Counter Slope - If the crossing is mid-block or a crossing without yield or stop control, the cross slope may match the grade of the road. The Clear Space is the area beyond the bottom grade break
2% Max
8.3% Max
5% Max
4' Min
6' Min

Vertical Surface Discontinuities

SCALE N.T.S.



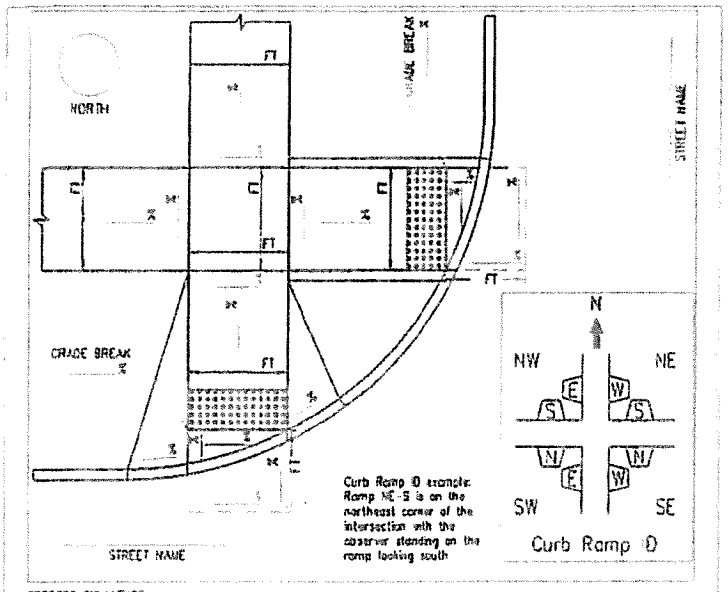
Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.

ADA Curb Ramp Documentation
Type: Perpendicular (Diagonal)

COMMENTS:

ADA Curb Ramp Documentation
Type: Perpendicular (Directional)

Pre-Pour Inspection



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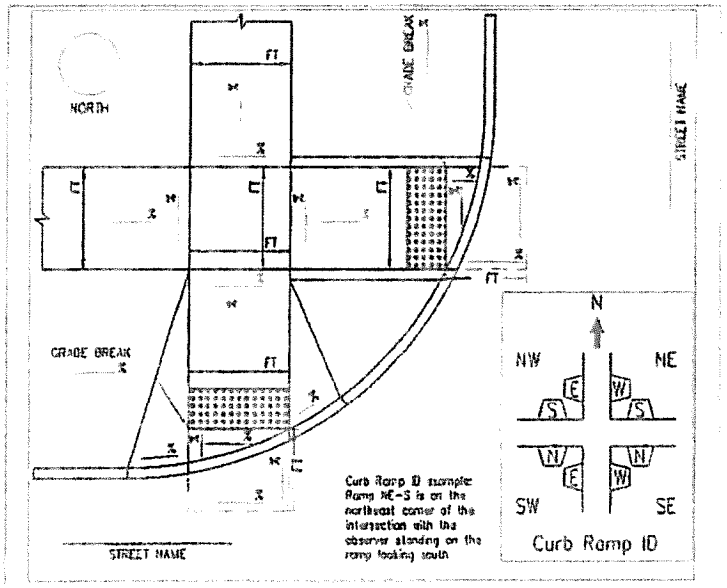
ADA Curb Ramp Documentation
Type: Perpendicular (Directional)

Constructed Inspection



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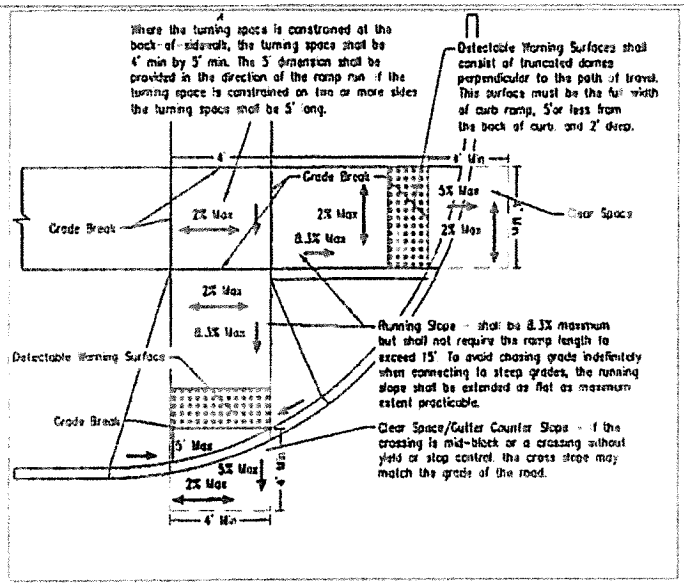
TRANSPORTATION

ADA Curb Ramp Documentation
Type. Perpendicular (Directional)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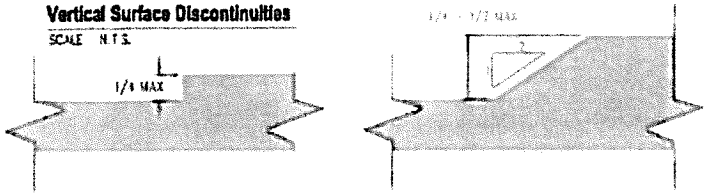
Detectable Warning Surfaces shall consist of truncated domes perpendicular to the path of travel. This surface must be the full width of curb ramp, 5' or less from the back of curb, and 2' deep.
4'
4' Min
Grade Break
Grade Break
2% Max
2% Max
8.3% Max
5% Max
2% Max
Clear Space
2% Max
8.3% Max
Running Slope - shall be 8.3% maximum but shall not require the ramp length to exceed 15'. To avoid chasing grade indefinitely when connecting to steep grades, the running slope shall be extended as flat as maximum extent practicable.
Detectable Warning Surface
Grade Break
5' Max
Clear Space/Gutter Counter Slope - If the crossing is mid-block or a crossing without yield or stop control, the cross slope may match the grade of the road.
5% Max
2% Max
4' Min

Vertical Surface Discontinuities

SCALE N.T.S.



Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.

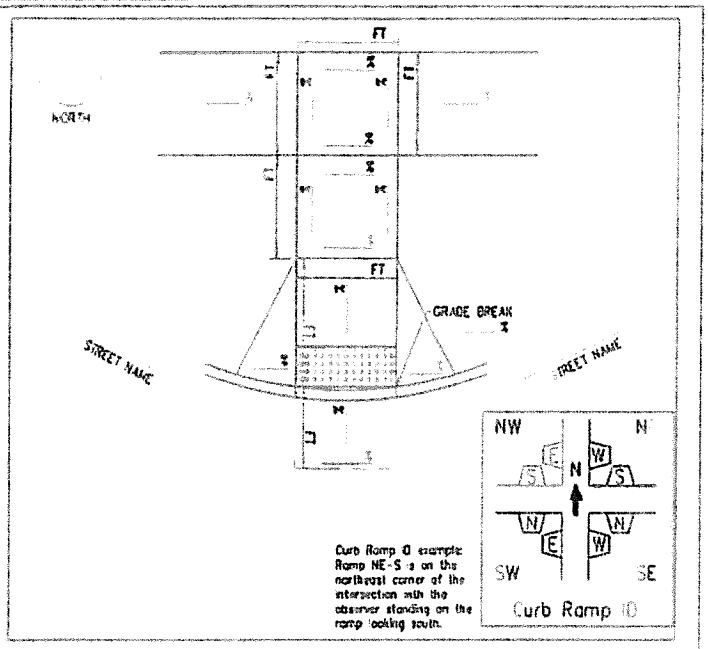
TRANSPORTATION

ADA Curb Ramp Documentation
Type: Perpendicular (Directional)

COMMENTS:

ADA Curb Ramp Documentation
Type: Perpendicular (Radial)

Pre-Pour Inspection



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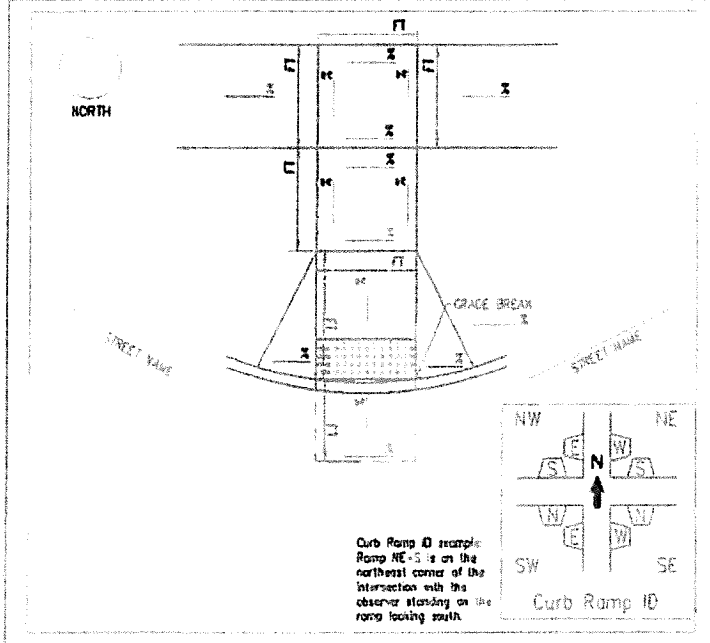
ADA Curb Ramp Documentation
Type: Perpendicular (Radial)

Constructed Inspection



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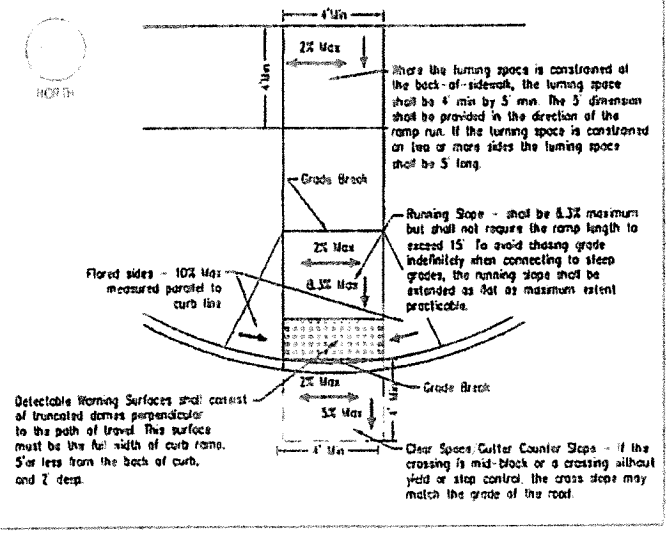
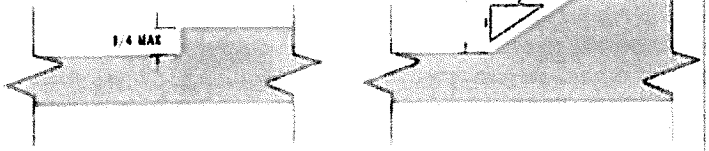
TRANSPORTATION

ADA Curb Ramp Documentation
Type: Perpendicular (Radial)


4' Min
2% Max
4' Min
Where the turning space is constrained at the back-of-sidewalk, the turning space shall be 4' min by 5' min. The 5' dimension shall be provided in the direction of the ramp run. If the turning space is constrained on two or more sides the turning space shall be 5' long.
Grade Break
Running Slope - shall be 8.3% maximum but shall not require the ramp length to exceed 15' To avoid chasing grade indefinitely when connecting to steep grades, the running slope shall be extended as far as maximum extent practicable.
2% Max
8.3% Max
Flared sides - 10% Max measured parallel to curb line
2% Max
Grade Break
5% Max
Detectable Warning Surfaces shall consist of truncated domes perpendicular to the path of travel. This surface must be the full width of curb ramp, 5' or less from the back of curb, and 2' deep.
4' Min
Clear Space Gutter Counter Slope - If the crossing is mid-block or a crossing without yield or stop control, the cross slope may match the grade of the road.

Vertical Surface Discontinuities



Vertical surface discontinuities shall be 1/4" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.

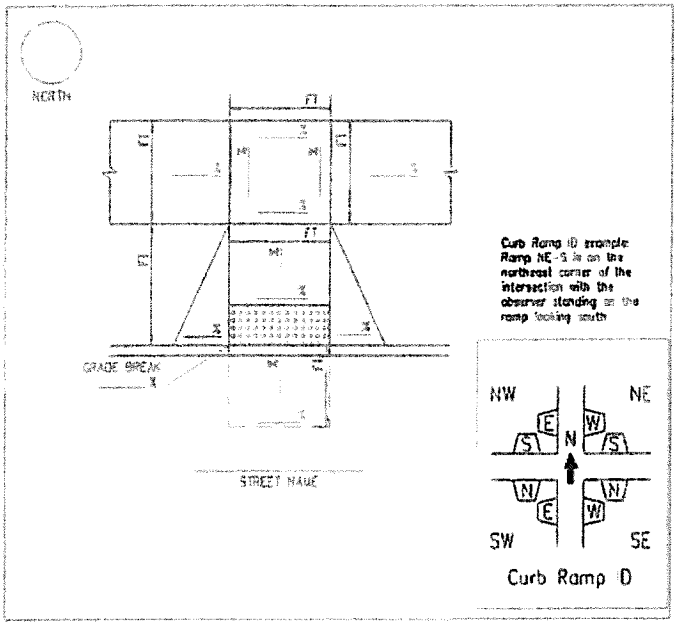
TRANSPORTATION

ADA Curb Ramp Documentation
Type: Perpendicular (Radial)

COMMENTS:

ADA Curb Ramp Documentation
Type: Perpendicular

Pre-Pour Inspection



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

NMDOT PROJECT #:

NMDOT DISTRICT #:

CURB RAMP ID#:

STA: OFFSET:

CORNER:

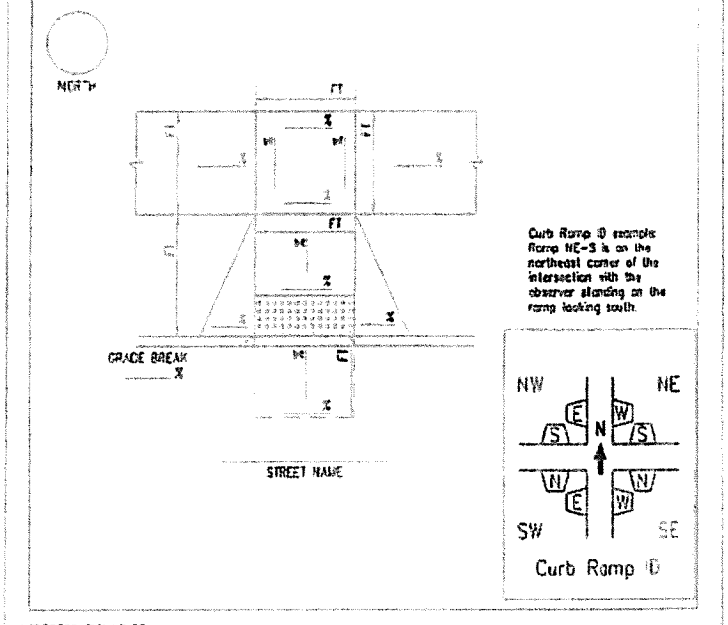
CITY/STATE:

DATE:

"FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT"

ADA Curb Ramp Documentation
Type: Perpendicular

Constructed Inspection



INSPECTOR SIGNATURE: _____

PRINT NAME: _____

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL _____ DATE _____

CONTRACTOR INITIAL _____ DATE _____

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CURB RAMP ID#:

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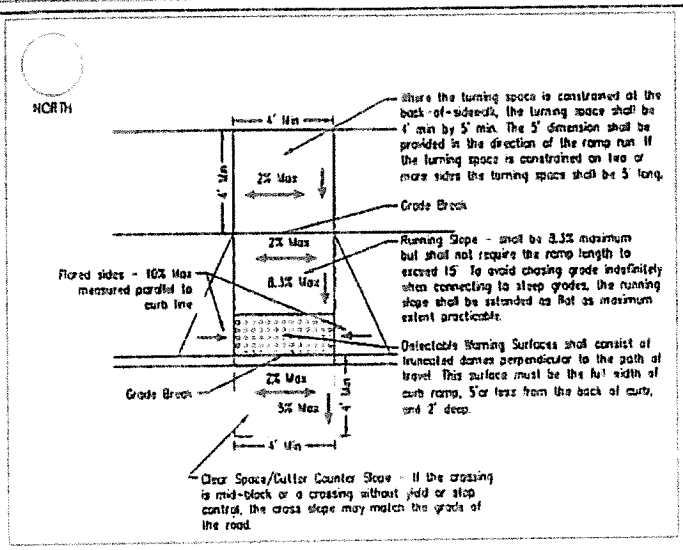
DATE:

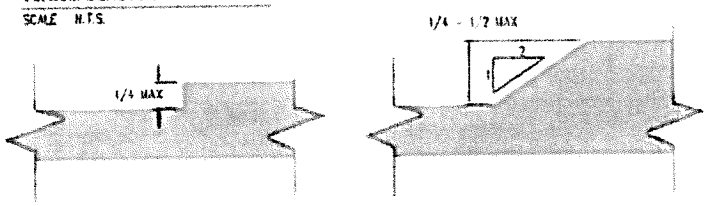
"FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT"

ADA Curb Ramp Documentation
Type: Perpendicular


NORTH
4' Min
4' Min
2% Max
Grade Break
2% Max
8.3% Max
Flared sides - 10% Max measured parallel to curb line
2% Max
3% Max
4' Min
Where the turning space is constrained at the back-of-sidewalk, the turning space shall be 4' min by 5' min. The 5' dimension shall be provided in the direction of the ramp run. If the turning space is constrained on two or more sides the turning space shall be 5' long.
Running Slope - shall be 8.3% maximum but shall not require the ramp length to exceed 15'. To avoid crossing grade indefinitely when connecting to steep grades, the running slope shall be extended as flat as maximum extent practicable.
Detectable Warning Surfaces shall consist of truncated domes perpendicular to the path of travel. This surface must be the full width of curb ramp, 5'or less from the back of curb, and 2' deep.
Clear Space/Cutter Counter Slope - If the crossing is mid-block or a crossing without yield or stop control, the cross slope may match the grade of the road.

Vertical Surface Discontinuities

SCALE N.T.S.

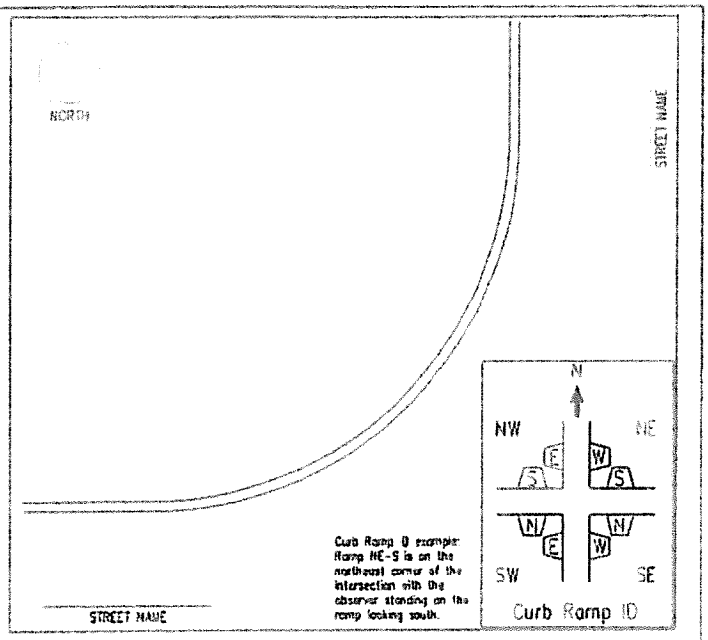


Vertical surface discontinuities shall be 0.5" maximum. Vertical discontinuities between 0.25" and 0.5" shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.

ADA Curb Ramp Documentation
Type: Perpendicular

COMMENTS:

ADA Curb Ramp Documentation
Type: Blank Curb Ramp — **Pre-Pour Inspection**



INSPECTOR SIGNATURE: .....
PRINT NAME: .....
CONTRACTOR: .....
CONTRACTOR SIGNATURE: .....

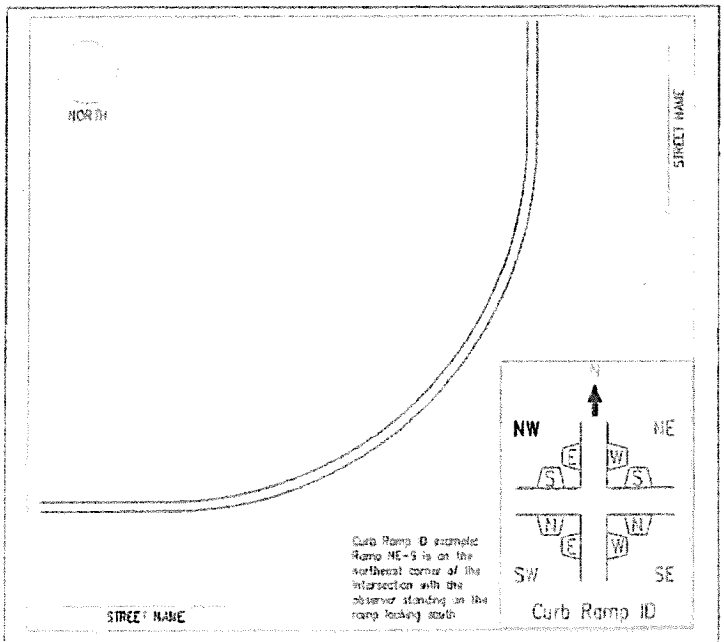
LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL ..... DATE .....
CONTRACTOR INITIAL ..... DATE .....

NMDOT PROJECT #:
NMDOT DISTRICT #:
CURB RAMP ID #:
STA: OFFSET:
CORNER:
CITY/STATE:
DATE:

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Blank Curb Ramp — **Constructed Inspection**



INSPECTOR SIGNATURE: .....
PRINT NAME: .....
CONTRACTOR: .....
CONTRACTOR SIGNATURE: .....

LEVEL CALIBRATION

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CONTRACTOR INITIAL ..... DATE .....

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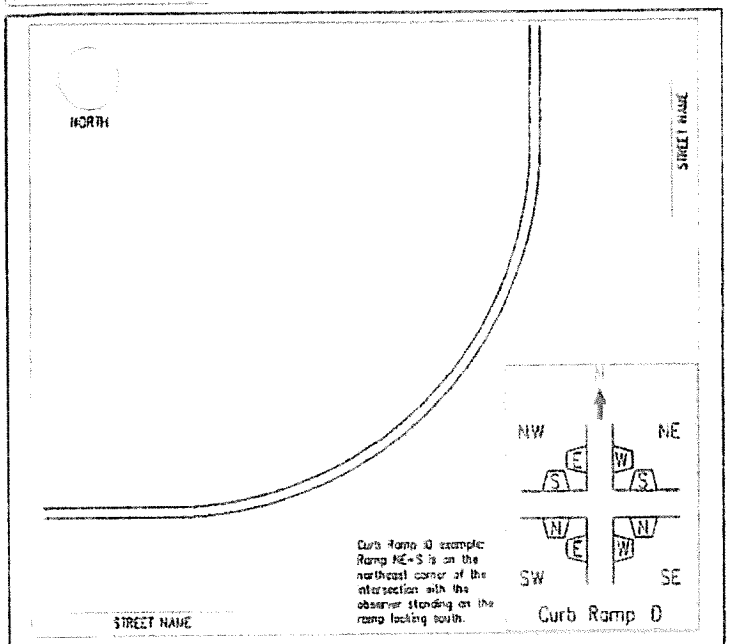
FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ADA Curb Ramp Documentation
Type: Blank Curb Ramp

Pre-Pour Inspection



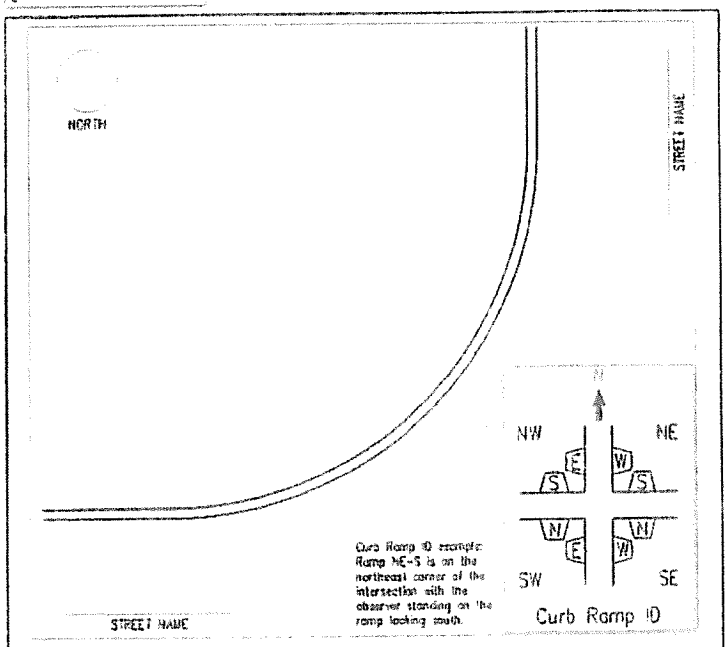
INSPECTOR SIGNATURE
PRINT NAME
CONTRACTOR
CONTRACTOR SIGNATURE
LEVEL CALIBRATION
NHDOT INSPECTOR INITIAL ..... DATE .....
CONTRACTOR INITIAL ..... DATE .....

NHDOT PROJECT #
NHDOT DISTRICT #
CURB RAMP ID #
STA. OFFSET
CORNER
CITY/STATE
DATE

"FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT"

ADA Curb Ramp Documentation
Type: Blank Curb Ramp

Constructed Inspection



INSPECTOR SIGNATURE
PRINT NAME
CONTRACTOR
CONTRACTOR SIGNATURE
LEVEL CALIBRATION
NHDOT INSPECTOR INITIAL ..... DATE .....
CONTRACTOR INITIAL ..... DATE .....

NHDOT PROJECT #
NHDOT DISTRICT #
CURB RAMP ID #
STA. OFFSET
CORNER
CITY/STATE
DATE

"FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT"

ADA Pedestrian Access Route (PAR) Documentation

Type: Typical PAR

NORTH

NOTE: MEASURE RUNNING AND CROSS SLOPE EVERY 10'

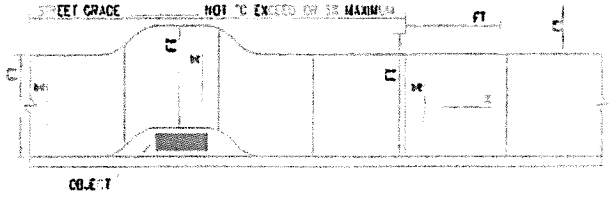
Post/pylon Mounted Objects

Type of Sign

Height to Base

Protrusion in Walk

Base Dimensions



STREET NAME

INSPECTOR SIGNATURE

PRINT NAME

CONTRACTOR

CONTRACTOR SIGNATURE

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL ____ DATE

CONTRACTOR INITIAL ____ DATE

NMDOT PROJECT #:

NMDOT DISTRICT #:

CURB RAMP MP #:

STA: OFFSET:

CORNER:

CITY/STATE:

DATE:

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

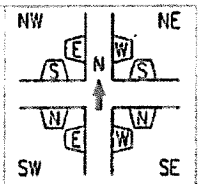
ADA Pedestrian Access Route (PAR) Documentation

Type: Typical PAR — Constructed Inspection

NORTH

NOTE: MEASURE RUNNING AND CROSS SLOPE EVERY 10'

Curb Ramp ID example: Ramp NE-S is on the northeast corner of the intersection with the observer standing on the ramp looking south.



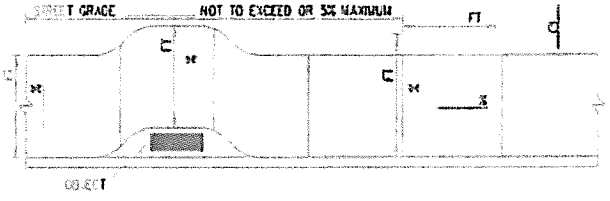
Post/pylon Mounted Objects

Type of Sign

Height to Base

Protrusion in Walk

Base Dimensions



STREET NAME

INSPECTOR SIGNATURE

PRINT NAME

CONTRACTOR

CONTRACTOR SIGNATURE

LEVEL CALIBRATION

NMDOT INSPECTOR INITIAL ____ DATE

CONTRACTOR INITIAL ____ DATE

NMDOT PROJECT #:

NMDOT DISTRICT #:

CURB RAMP MP #:

STA: OFFSET:

CORNER:

CITY/STATE:

DATE:

FINAL ACCEPTANCE OF CURB RAMP DOES NOT OCCUR UNTIL THE FINAL INSPECTION OF THE PROJECT

ROW
May 3, 2015

NOTICE TO CONTRACTORS

Cooperation with Utilities

CN 5100972

For construction purposes this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2014 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6 – "Cooperation with Utilities". This Project's Work affects utilities. The NMDOT may or may not own the utilities that are within the Project limits. Therefore the Contractor shall coordinate with both the NMDOT and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the Project and may result in Non-Conformances. This coordination and associated Work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

NMDOT Owned Facility Infrastructure

If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the NMDOT, the Contractor on behalf of the NMDOT as directed by the Project Manager or by a third party on behalf of the NMDOT, the Contractor shall ensure that those line markings are reestablished before the Contractor begins Work or a Subcontractor at any tier begins Work in the affected area. The Contractor shall either re-mark the utility alignments or provide offset markings to the utility alignment that clearly define the utility alignment. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-marks or offset marks are accurate.

If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any NMDOT owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any NMDOT owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the NMDOT. NMDOT incurred costs related to damage to NMDOT owned facility infrastructure may be recovered from the Contractor by Progress Payment offset or the Contractor's Project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours), and shall be in accordance with the Standard Specifications.

Non-NMDOT Owned Utility Infrastructure

Utilities shown on the Plans, which will not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the Work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs.

Utility Relocation

Utility facilities known to be within the Project limits, their Work locations, approximate time frames for relocation and/or installation are listed in the table below. Utilities detailed below, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the Work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs.

Table

All timeframes listed below are reflected in Days. The Contractor shall include the approximate timeframes listed in the table below as an activity in the Baseline Schedule and all Schedule updates so that the NMDOT can readily identify the Work and measure the progress of the same.

NOTICE TO CONTRACTORS

UTILITY OWNER INFORMATION

WORK DESCRIPTION

Attached are the all of the Utility Owners. This project has no known impacts to these utilities. Attached is a list of owners and contact information.

Utility Owner	Contact and Address
City of Española, NM Public Works	405 North Paseo de Oñate Española, NM 87532 Contact: Larry Valdez
Electric Cooperative, Inc.	P.O. Box 128 Española, NM 87532 Contact: Virgil L. Coriz
New Mexico Gas Company	340 Paseo de Oñate Española, NM 87532 Contact: Frank Aragon
Windstream Communications	2000 North Riverside Dr. Española, NM 87532 Contact: Joe Lucero

Maintenance
May 3, 2015

NOTICE TO CONTRACTORS

Approved Products List

Products used on New Mexico Department of Transportation ("NMDOT") Projects must be approved by the NMDOT's product evaluation program and listed on the NMDOT's approved products list ("APL").

The Bidder's Bid Item Unit Price for the Project shall be deemed to rely on the use of the products listed on the APL. The Contractor shall comply with all APL procedures required by the hyperlink below:

http://dot.state.nm.us/en/APL.html

As used in this Notice to Contractors, "product" means any manufactured item, material, traffic operational device or other feature used in the maintenance or construction of a NMDOT Project. All products must meet requirements in accordance with the 2014 Edition of the NMDOT's Standard Specifications for Highway and Bridge Construction.

Approval to use a non-APL product will not be granted by the Project Manager. If a non-APL product is used the Contractor shall remove any non-APL product. Removal and replacement will be made at the sole expense of the Contractor if a non-APL Product is used. Any disruption to the Project schedule related to the Contractor's use of a non-APL Product is solely the Contractor's responsibility and no additional Contract Time will be granted.

Products defined in NMDOT Administrative Directive ("AD") 206, 4.08 (a-g) are not required to be on the APL. The product evaluation engineer makes the determination on which products meet the criteria in AD 206 4.08 (a-g).

Products not on the APL and not exempted by AD 206 4.08 (a-g) will be evaluated consistent with the processes described in the above hyperlink.

Construction Civil Rights Bureau
August 13, 2015

NOTICE TO CONTRACTORS

Civil Rights Obligations

I. TITLE VI
II. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
III. SUBCONTRACTOR PROMPT PAYMENT PROVISIONS - CLARIFICATION OF GOOD CAUSE AND PROHIBITION OF CROSS-PROJECT OFFSET
IV. REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS AND SUPPLEMENTS (FHWA-1273)
V. SUPPLEMENTAL EEO REQUIREMENTS
VI. INDIAN PREFERENCE
VII. NMDOT ON THE JOB TRAINING (OJT) PROGRAM
VIII. WAGE RATES
IX. LABOR REPORTING AND SUBMISSION OF WEEKLY PAYROLLS
X. TITLE VI ASSURANCES APPENDIX A AND APPENDIX E

Any reference made to the New Mexico Department of Transportation ("NMDOT") web page can be accessed through the following link: http://dot.state.nm.us/en.html.

I. TITLE VI

The NMDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The NMDOT's Title VI Assurances, Appendix A and E and are included in Section X. at the end of this NTC.

For further information, contact the Title VI coordinator for the NMDOT by accessing the web page listed above.

II. DISADVANTAGED BUSINESS ENTERPRISE ("DBE")

In accordance with 49 CFR 26.13 (b), the Contract NMDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding of monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.."

Terms and Definitions (pursuant to 49 CFR 26.5)

Terms and Definitions are incorporated by reference to 49 CFR 26.5 or the New Mexico State Department of Transportation Standards Specifications for Highway and Bridge Contraction.

Pre Award Procedures

For all Projects, the Contractor's Bidder's List of Quoters (Form BL-DBE) in the Bid package is required to be submitted at the time of bid for award of Contract. Failure to comply with this requirement shall render a bid as non-responsive and the bid shall be rejected.

For Projects with DBE Goals (race-conscious measures)), the following DBE forms are required to be submitted for Award of Contract:

a) All Bidders will complete and sign Form A-585 and submit it with the Bid. All DBE firms listed on Form A-585 must be listed on the NMDOT DBE Directory before the date of submission. The Directory is available on the NMDOT web page referenced in this NTC, the web page can be accessed through the following link:. https://nmdot.dbesystem.com/FrontEnd/VendorSearchPublic.asp?TN=nmdot&XID=4599. Each DBE firm's NAICS Code may be found in the DBE Directory. The information required by Form A-585 DBE A-1 and form A-585 DBE A-2 must be complete and accurate in every detail and in final form at the time it is submitted to the NMDOT for approval. This form will be evaluated prior to the award of the Contract. Failure to submit either document in proper form and accuracy will render the Bid or proposal non-responsive

b) All Bidders will complete and notarize Form A-644 for each listed Subcontractor, Supplier and/or manufacturer on the submitted Form A-585 within seven (7) Days after the Bid opening. The information required by Form A-644 must be complete and accurate in every detail and in final form at the time it is submitted to the NMDOT for approval.

In the event the successful Bidder is a certified DBE Contractor. The Bidder shall list itself and any other DBE subcontractor on Form A-585.

In the event the Bidder cannot meet the established DBE Goal. The Bidder shall submit evidence of its good faith efforts taken to meet the goal. These good faith efforts must be submitted within seven (7) Days after the Bid Opening.

These forms shall be submitted in a manner as provided on the Form. **Failure to timely submit the form(s), meet the goal or demonstrate good faith efforts will render the Bid non-responsive and the Bid shall be rejected.**

The Contract will be awarded to the lowest qualified and responsible Bidder who gives written assurance to meet the established DBE Contract goal or who can satisfactorily demonstrate good faith efforts why it cannot do so.

The following is a list of types of actions, which the NMDOT will consider as part of the Bidder's or offeror's good faith efforts to obtain DBE participation. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive, as other factors or types of efforts may be relevant in appropriate cases. This demonstration should include, but not be limited to, the following:

a.) 1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at the pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of the Notice of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the NMDOT DBE directory of firms that specialize in the areas or work desired and which are located in the area or surrounding areas of the project.

2) The bidder should solicit this interest as early in the acquisition process as possible as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

b.) Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract Work items into economically feasible units to facilitate DBE participation, even when the prime Contractor or prime consultant might otherwise prefer to perform these Work items with its own forces.

c.) Providing interested DBEs with adequate information about the construction plans, construction specifications, design scope of Work and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

d.) 1) Negotiating in good faith with interested DBEs. It is the Bidder's or offerors's responsibility to make a portion of the Work available to DBE Subcontractors, subconsultants and Suppliers and to select those portions of the Work or material needs consistent with the available DBE Subcontractors, subconsultants and Suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of DBEs that were considered, a description of the information provided regarding the construction plans and specifications for the Work selected for subcontracting or requirements and design scope of Work of the AFP and subconsulting; and evidence as to why additional agreements could not be reached for DBEs to perform the Work.

2) A Bidder or offeror using good business judgment would consider a number of factors in negotiating with Subcontractors including DBE Subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's or offerors's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of the prime Contractor or consultant to perform the Work of a Contract with its own organization does not relieve the Bidder or offeror of the responsibility

to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs, if the price difference is excessive or unreasonable.

e.) 1) Prime Contractors and consultants will not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's or consultant's standing within its Industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Bids or proposals in the Contractor's or design consultant's efforts to meet the Project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for Work was not the lowest received. However, nothing in this paragraph will be construed to require the bidder or prime Contractor to accept unreasonable quotes to satisfy contract goals.

2) A prime Contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the Contractor has the ability and/or desire to perform the contract the Work with its own forces does not relieve the Contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

f.) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient, Contractor or consultant.

g.) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

h.) Effectively using the services of available minority/women community organizations; minority/women Contractor's groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a Bidder has made good faith efforts, the NMDOT must take into account the performance of other Bidders in meeting the Contract. For example, when the apparent successful Bidder fails to meet the Contract goal, but others meet it, the NMDOT may reasonably raise the question of whether with additional reasonable efforts; the apparent successful Bidder could have met the goal. If the apparent successful Bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the NMDOT may view this, in conjunction with other factors, as evidence of the apparent successful Bidder having made GFEs. NMDOT requires the Contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the Bidder when a non-DBE subcontractor was selected over a DBE for Work on the Contract to review whether DBE prices were substantially high; and contact the DBEs listed on a Contractor's solicitation to inquire as to whether DBE prices were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

A promise to use DBEs after Contract award is not considered to be responsive to the Contract solicitation or to constitute good faith efforts.

When the NMDOT determines that the Bidder has failed to meet the GFE requirements, the NMDOT will, provide the Bidder notice and the opportunity for administrative reconsideration before awarding the Contract. **Failure to timely request reconsideration shall result in the determination that the Bid is non-responsive and shall be rejected.** Within seven (7) Days of a timely request for reconsideration the NMDOT shall conduct a hearing on the matter.

As part of this reconsideration, NMDOT shall follow Standard Specifications Section 103.3 "Bidding Disputes and Resolution Procedures".

Counting DBE Participation Toward Goals

This section in no way alters the obligations in Standard Specification 108.1 "Subcontracting" and is only used to determine DBE participation levels for each Bidder. The Contractor must still comply with 108.1 and perform with its own forces at least 40% of the Work based on the Total Bid Amount.

NMDOT shall verify Bidders commitment to meeting or exceeding the established DBE goal in accordance with 49 CFR part 26.55 and as referenced in the NMDOT DBE Program Manual. Only the value of the Work actually performed by the DBE will be credited towards DBE Project goals. DBE participation shall be credited as follows:

1) Count the entire amount of that portion of a construction contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE of the Work of the contract, including supplies purchased or equipment leased by the DBE. Supplies and equipment purchased or leased by Contractor shall not be counted toward the DBE goal.

2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required of the performance of a NMDOT Contract, toward DBE goals, provided NMDOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3) When a DBE subcontracts part of the Work of its Contract to another firm, the value of the subcontracted Work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work of the Contract that the DBE performs with own forces toward DBE goals.

NMDOT shall verify performance during the course of the Project and count expenditures to a DBE Contractor toward DBE goals only if the DBE is performing a Commercially Useful Function ("CUF") on that Contract.

A DBE performs a CUF when it is responsible for execution of the Work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable)

and paying for the material itself. To determine whether a DBE is performing a CUF, an evaluation by the NMDOT, will be made of the amount of Work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the Work it is actually performing and the DBE credit claimed for its performance of the Work and other relevant factors.

A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Contract, or Project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, an examination of similar transactions, particularly those in which DBEs do not participate will be performed by the NMDOT.

If a DBE Contractor or Subcontractor does not perform or exercise responsibility for at least 30% of the total cost of its Contract with its own forces, or the DBE subcontracts a greater portion of the Work of a Contract than would be expected on the basis of normal industry practice for the type of Work involved, it will be presumed that the DBE is not performing a CUF.

When a DBE is presumed not to be performing a CUF as provided above, the DBE may present evidence to rebut this presumption. It may be determined that the firm is performing a commercially useful function given the type of Work involved and normal industry practices.

Decisions concerning CUF matters are not administratively appealable to USDOT.

DBE Trucking

Per the Standard Specifications 2014 Edition states 108.1 states, "A Trucker is not a Subcontractor unless the Contractor is using the Trucker to meet the DBE requirement associated with the project."

The following factors shall be used to determine whether a DBE trucking subcontractors are performing a commercially useful function:

1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks

with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

Example): DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks equipped with drivers from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. DBE credit could be awarded only for the fees or commissions pertaining to the remaining trucks Firm X receives as a result of the lease with Firm Z.

6) The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

Example): DBE Firm X uses two of its own trucks on a contract. It leases two additional trucks from non-DBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all four trucks.

7) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

The following factors shall be used to determine how to count expenditures with DBEs for materials or supplies toward DBE goals:

1) If the materials or suppliers are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character describes by the Specifications.

2) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character describes by the Specifications and required under the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

   A DBE firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business. If DBE firm both owns and operates distribution equipment for the products. Any supplementing of regular

dealers' own distribution equipment shall be by a long-term lease agreement and not on ad hoc or contract-by-contract basis.

Packagers, brokers, manufacturers' representatives, or other person who arrange or expedite transactions are not regular dealers.

3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees and commissions charges for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided you determined the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials or supplies themselves is not creditable toward DBE goals.

Credit for Work performed shall not be counted toward the DBE project goal until the amount committed has been paid to the DBE firm.

Termination/Substitution/Replacement of DBE Firms for Projects Having a DBE goal (Race Conscious Measures)

The Contractor shall use the DBE firms listed on Form A-585A to perform specific Work identified. The prime contractor shall not terminate a DBE subcontractor listed on Form A-585A (or an approved substitute DBE firm) without the prior written consent of NMDOT. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, or with a non-DBE firm, or with a substitute DBE firm. Unless NMDOT consent is provided, the Contractor shall not be entitled to any payment for Work or materials unless it is performed by the listed DBE.

NMDOT will provide written consent to the termination request only if NMDOT agrees, for reasons stated in its concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

1) The listed DBE subcontractor fails or refuses to execute a written contract;

2) The listed DBE subcontractor fails or refuses to perform the work consistent with normal industry standards, provided, however, that good cause does not exist if the failure or refusal to perform results from the bad faith or discriminatory action of the prime contractor;

3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;

4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension or debarment proceedings pursuant to 26 CFR Parts 180, 215 or 1200 or applicable state law;

6) The listed DBE subcontractor is not a responsible contractor;

7) The listed DBE subcontractor voluntarily withdraws from the project and provides to NMDOT written notice of its withdrawal;

8) The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required;

9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the project; or

10) Other documented good cause that NMDOT determines compels the termination of the DBE subcontractor. Provided that good cause does not exist if the prime contractor seeks to terminate a DBE it relied on to obtain the contract so that the prime contractor can self-perform the work for which the DBE subcontractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

The prime contractor shall, before transmitting to NMDOT its request to terminate or substitute a DBE subcontractor, give notice in writing to the DBE subcontractor, with a copy to NMDOT, of its intent to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE subcontractor 5 Days to respond to the prime contractor's notice and advise the prime contractor and NMDOT of the reasons, if any, why it objects to the proposed termination of its subcontract and why NMDOT should not approve the prime contractor's request.

As soon as possible, after receipt and review of the DBE subcontractor's response, or after the expiration of the 5 Day response period, NMDOT shall provide a written response to the prime contractor's request. NMDOT may seek additional information as necessary to formulate its response. NMDOT's decision is not appealable to USDOT.

If termination of the DBE subcontractor does not result in a DBE contract goal shortfall, NMDOT strongly encourages the prime contractor to make good faith efforts to subcontract with a substitute DBE firm which can perform the same type of work on the project as the terminated DBE firm or to subcontract with a replacement DBE firm which can perform other types of work remaining on the project.

If termination of the DBE subcontractor results in a DBE contract goal shortfall, the prime contractor shall either:

1) Make good faith efforts to obtain sufficient DBE participation to meet the contract goal by subcontracting with a substitute DBE firm which can perform the same type of work on the project as the terminated DBE firm; or

2) Make good faith efforts to obtain sufficient DBE participation to meet the contract goal by subcontracting with a replacement DBE firm which can perform other types of work remaining on the project.

The prime contractor shall document its good faith efforts to find another certified DBE subcontractor to substitute for or replace the terminated DBE firm. (Refer to 49 CFR Appendix A to Part 26 for guidance in determining the adequacy of good faith efforts.)

The prime contractor shall, in writing, request approval from NMDOT to utilize a substitute or replacement DBE firm to meet the contract goal. In its request, the prime contractor shall detail the work items to be performed and the estimated dollar amount to be subcontracted.

As soon as possible, after receipt and review of the prime contractor's request, NMDOT shall provide a written response to the prime contractor. NMDOT may seek additional information as necessary to formulate its response. NMDOT's decision is not appealable to USDOT.

If the prime contractor is unable to secure a substitute or replacement DBE subcontractor to perform the work to meet the contract goal, the prime contractor shall immediately notify NMDOT in writing, and request to be relieved of meeting the contract goal. The prime contractor shall include with this request a justification, including the documented good faith efforts made to find another certified DBE firm.

As soon as possible, after receipt and review of the prime contractor's request, NMDOT shall provide a written response to the prime contractor. NMDOT may seek additional information as necessary to formulate its response. NMDOT may allow a DBE contract goal waiver, adjust the DBE goal, or assess construction contract liquidated damages or design contract liquidated damages as may be appropriate, depending on the individual project's overall circumstances. NMDOT's decision to waive or adjust the contract goal is not appealable to USDOT.

Failure of the Contractor carry out the requirements of the above is a material breach of Contract and may result in the termination of the Contract or such other remedies set forth in this NTC if the Contractor fails to comply with these requirements..

Record Keeping Requirements

The Contractor shall keep such records as necessary to ensure compliance with its DBE utilization obligations, in accordance with Standard Specification Section 107.28 "Contractor Records".

Compliance Procedures

The Contractor is solely responsible and obligated to ensure DBE compliance at all tiers until the final payment is made in accordance with Standard Specification Section 109.10 "Project Closure". Additionally, the Contractor shall take any necessary corrective measure necessary to fully comply with this NTC.

Whenever NMDOT believes the construction contractor or any subcontractor or supplier on a USDOT-assisted contract may not be operating in compliance with the terms, conditions or requirements of this DBE Program, NMDOT will conduct an investigation. If it is found that the construction contractor or any subcontractor or supplier is not in compliance with the DBE Program, NMDOT will notify the non-compliant party in writing. NMDOT may conduct a compliance conference with the non-compliant party or parties to discuss the area(s) of non-compliance. In the event that the non-compliant party or parties fails or refuses to perform in compliance with the DBE Program or the Selected DBE Program Provisions, NMDOT will send the non-compliant party or parties a "Notice of Non-Compliance". If the non-compliant party or parties corrects the deficiencies, NMDOT will rescind the "Notice of Non-Compliance" and notify the party or parties. If the deficiencies are not corrected, NMDOT will initiate administrative action against the non-compliant party or parties, which may include but not be limited to:

1) Termination of the contract.

2) Withhold monthly progress payments.

3) Initiation of appropriate suspension or debarment or decertification proceedings.

4) Referral of any unlawful actions to the appropriate enforcement agencies.

5) Other actions as appropriate, at the discretion of NMDOT.

III. SUBCONTRACTOR PROMPT PAYMENT PROVISIONS

To ensure that all obligations to promptly pay Subcontractors are met Contractors shall pay all Subcontractors, Suppliers and Fabricators their respective subcontract amount by electronic transfer, if available, for NMDOT undisputed Acceptable Work within the timeframes specified in the Standard Specification Section 108.1 "Subcontracting".

The Contractor is solely responsible and obligated to ensure prompt payment obligations and compliance reporting through all tiers until the final payment is made in accordance with Standard Specification Section 109.10 "Project Closure". Contractors at all tiers shall be required to submit payment information, as provided for in the B2GNow supporting software system, indicating when payments are made to any Subcontractor, Supplier and or Fabricator, regardless of DBE status. The Department may recognize supporting documentation of such payment(s) in one or more of the following forms:

1) Proof of the timely deposit of funds into the Subcontractor, Supplier and or Fabricator bank account;

2) Proof of hand delivery of timely payment to the Subcontractor, Supplier and or Fabricator; or

3) Proof of mailing payment to the Subcontractor, Supplier and or Fabricator postmarked no less than three (3) Days prior to the expiration of the ten (10) Day prompt payment period.

The Contractor's prompt payment obligation is triggered when the Subcontractor's, Supplier's and or Fabricator's Work is satisfactorily completed when the associated Pay Item has been accepted by NMDOT. If the NMDOT makes an incremental Acceptance of a portion of the Work, the Work of a Subcontractor, Supplier and or Fabricator is covered by that Acceptance is deemed to be satisfactorily completed, triggering the Contractor's obligation to promptly pay for that portion of the Work.

A Contractor will be required to fully document any alleged disputes with its Subcontractors, Suppliers and or Fabricators. The Contractor shall ensure that all situations in which regularly scheduled payments are not made to Subcontractors, suppliers and or Fabricators are reported to the NMDOT.

A Contractor must demonstrate good cause to NMDOT for any failure to full of partially provide prompt payment.

Good cause recognized by the Department to excuse a failure to promptly pay, is a claim concerning the Subcontractor's or Supplier's Work, failure to provide certified payrolls, and other required project documentation. The amount withheld cannot exceed the amount in dispute between the Contractor and Subcontractor or Supplier. Within a Project, the Contractor may only withhold a Subcontractor's or Supplier's payment for Work Accepted by the NMDOT upon proof of a claim between the Contractor and Subcontractor for the Work at issue. The Contractor has the burden of proof to support the Contractor's assertion of good cause and must submit verifiable explanation and proof of the claim between the parties to the Project Manager.

The Contractor is further advised that due to federal highway administration (FHWA) interpretations of 49 CFR Part 26, concerning prompt payment obligations to Subcontractors and Suppliers:

1) The NMDOT will not Accept cross-Project offsets as "good cause" excusing untimely payment for Accepted Work.

   The Contractor's Contract with Subcontractors or Suppliers **SHALL NOT** contain any provision that allows the Contractor to withhold payment from the Subcontractor or Supplier as a result of the Subcontractor's or Supplier's performance on separate Contract(s). Any such provision will be without effect, and **SHALL NOT** provide good cause excusing a failure to make prompt payment.

This Notice does not alter the sole discretion of the NMDOT to make good cause determinations concerning Contractor prompt payment matters.

2) The NMDOT will require Contractor's to pay all retainage owed to the Subcontractor or Supplier within 30 days of the progress payment indicating Acceptance of the Work. The Contractor may request Partial Acceptance in accordance with Standard Specifications 105.18.1 "Partial Acceptance" upon satisfactory completion of the entire Subcontractor's Work.

IV. REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS AND SUPPLEMENTS

FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act

X. Compliance with Government-wide Suspension and Debarment Requirements

XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

   The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

    a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

    b. The contractor will accept as its operating policy the following statement:

    "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

   a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

   c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

   a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

   b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

   c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

   d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

   a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

   b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

   d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

   a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

   b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. **Assurance Required by 49 CFR 26.13(b):**

    a. The requirements of 49 CFR Part 26 and the State DOT's U.S DOT-approved DBE program are incorporated by reference.

    b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

    a. The records kept by the contractor shall document the following:

        (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

        (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

        (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

    b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term

"facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided; That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.

(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. **Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.

(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–

347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

    a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

    a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

        (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

        (2) the prime contractor remains responsible for the quality of the work of the leased employees;

        (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

        (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out

the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

   e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded

from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating:

   (a) the classifications of the laborers, mechanics and other employees required to perform the contract work,

   (b) the number of employees required in each classification,

   (c) the date on which the participant estimates such employees will be required, and

   (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

V. SUPPLIMENTAL EEO REQUIREMENTS

Incorporated in this Contract are three (3) supplemental requirements on Equal Employment Opportunity ("EEO"). These are as follows:

(1) Specific EEO Responsibilities (23 USC 140 and 23 CFR 230);
(2) Notice of Requirements for Affirmative Action to Ensure EEO (Executive Order 11246);
(3) Standard Federal EEO Construction Contract Specifications (Executive Order 11246).

1) Specific EEO Responsibilities (23 USC 140 and 23 CFR 230)

The Contractor shall Work with the Federal Government and the NMDOT in carrying out EEO obligations and in their review of the Contractor activities under this NTC or the Contract.

The Contractor and all Subcontractors at all lower tiers holding subcontracts not including material Suppliers, of $10,000 or more, shall comply with the following minimum requirements of EEO. The EEO requirements of Executive Order 11246 as amended, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material Suppliers as well as Contractors and Subcontractors. The Contractor shall include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the Subcontractor.

2) Notice of Requirement for Affirmative Action to Ensure EEO (Executive Order 11246)

This NTC shall be applicable in all Bids on all Federal-Aid construction Contracts or subcontracts in excess of $10,000.

The goals and timetables for minority and female participation are measured according to the Standard Metropolitan Statistical Area (SMSA) and expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Work in the geographical area.

As used in this NTC the "geographical area" means the area described in the Invitation for Bid for this Contract and are as follows:

Goals for female participation in each trade:

6.9%

Goals for minority participation for each trade:

38.3% - (SMSA Counties: Bernalillo and Sandoval)

45.9% - (Non SMSA Counties: Catron Colfax, De Baca, Guadalupe, Lincoln, Los Alamos, McKinley, Mora, Rio Arriba, San Juan, San Miguel, Santa Fe, Socorro, Taos, Torrance, Valencia and Cibola.)

49% - (Non SMSA Counties: Chaves, Dona Ana, Eddy, Grant, Hidalgo, Luna, Otero and Sierra.)

19.5% - (Non SMSA Counties: Lea and Roosevelt.)

11%- (Non SMSA Counties: Curry, Harding, Quay and Union.)

Whether the Contract is Federal or federally assisted, the goals are applicable to all the Contractor's Work performed in the counties listed above. If the Contractor performs construction Work in two (2) counties, then the goals established for the county where the Work is actually performed shall apply.

The Contractor shall comply with Executive Order 11246 and the regulations in 41 CFR Part 60-4 et seq. The hours of minority and female employment and training by Project must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a GFE to employ minorities and women. The transfer of minority or female employees or trainees from Contractor to Contractor or from Project to Project for the sole purpose of meeting the Contractor's goals shall be a

violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total Work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten (10) Days of award of any construction subcontract in excess of $10,000 at any tier for construction Work. To notify the Director of OFCCP the Contractor shall use the form correspondence provided by the Office of Equal Opportunity Programs Contractor Compliance Section.

3) Standard Federal EEO Construction Contracts Specifications (Executive Order 11246)

The Executive Order 11246 is available by accessing the link provided and is incorporated here via reference.

http://www.dol.gov/

VI. INDIAN PREFERENCE

The Contractor, or its Subcontractor at any tier, may without violating 41 C.F.R. § 60-1.5 (a) (7), extend a publically announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. The word "near" includes all areas where a person seeking employment could reasonably expected to commute in the course of a work day. Contractors or Subcontractors, at any tier, shall not discriminate among Indians on the basis of religion, sex, tribal affiliation, and the use of such a preference shall not excuse compliance with the remaining EEO provisions of this NTC.

If the Contractor extends an Indian preference, then this NTC requires that Contractors shall afford preference to initial hiring, reassignment, transfer, competitive promotion, reappointment, reinstatement, or any personnel action to fill a vacant position to qualified and enrolled members of federally recognized Indian tribe. The Contractor shall establish a liaison with local tribe employment offices and provide this individual's name and contact information to the Project Manager at the Pre-Construction Conference per Standard Specification Section 108.2 "Notice to Proceed and Pre-Construction Conference". The tribe's employment office may then assist the Contractor in in identifying qualified and tribally enrolled individuals. Verification of available, qualified and enrolled individuals will be provided to the Contractor by the tribe's employment office.

This Contract preference requirement is an expansion of the provisions of the equal employment opportunity responsibilities for Contractors contained elsewhere in this NTC and the provisions contained under FHWA-1273.

VII. NMDOT ON THE JOB TRAINING (OJT) PROGRAM

I. PROGRAM DESCRIPTION

A. Purpose

The New Mexico Department of Transportation (NMDOT) created its On the Job Training Program and Special Provision (OJT Program) to fulfill the Training Special Provision requirements of federal-aid construction contracts included in 23 CFR 230, Appendix B to Subpart A. The purpose of the OJT Program is to address the underrepresentation of minority and female workers in the construction trades through the assignment of OJT goals. To that end, the primary objective of the OJT Program is the training and upgrading of minorities and females to journeyman status on NMDOT federal-aid contracts.

B. Program Summary

The OJT Program fulfills its objective by:

1) fostering long-term relationships between contractors and trainees;

2) encouraging contractors to assist trainees in fully attaining journeyman status, and;

3) offering contractors abundant flexibility in fulfilling their training obligations. The OJT Program assigns contractors an annual training goal based on past dollar amounts awarded to the contractor as an NMDOT federal-aid prime contractor.

Contractors may assign eligible trainees that are enrolled in an approved training program, as outlined in Section II A, to any construction project on which the contractor is a prime, including non-NMDOT projects. Contractors may also assign trainees to be trained by subcontractors on any project, so long as the prime contractor retains the primary responsibility for fulfilling its federal-aid training requirements.

Contractors shall make every effort to meet their OJT Program goals by enrolling minority and female trainees (i.e. by conducting systematic and direct recruitment through public and private sources likely to yield minority and female trainees) to the extent that such persons are available within a reasonable area of recruitment. When a contractor cannot meet its annual training goal with minorities and females, it is responsible for demonstrating its Good Faith Efforts taken to meet the goal. Examples of what actions constitute Good Faith Efforts are set forth in Section III below. NMDOT will make compliance determinations regarding the OJT Program based upon either attainment of the annual goal or the Good Faith Efforts to meet it.

No employee shall be employed as an apprentice or trainee in any classification in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a journeyman. The contractor shall satisfy this requirement by including appropriate questions in the employment application or by other suitable means. Regardless of the method used, the contractor's records shall document the findings in each case. Such records shall be available for inspection by authorized representatives of NMDOT and the Federal Highway Administration (FHWA).

The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the approved training program being utilized. When a specific ratio is not provided, the ratio of apprentices and trainees to journeymen expected to be on the contractor's work force during normal operations shall, pursuant to 23 CFR 230.111(c)(10), fall between 1:10 and 1:4.

C. Annual Training Goal

The NMDOT Office of Equal Opportunity Programs will notify contractors assigned an annual training goal prior to the beginning of the calendar year (January 1 to December 31) within which they must participate. Contractors are assigned an annual training goal based on the dollar amount awarded to the contractor as an NMDOT federal-aid prime contractor during the previous state fiscal year (July 1 through June 30). More specifically, each contractor cumulatively awarded ten million dollars or more as a prime contractor on NMDOT federal-aid projects during the previous state fiscal year is assigned and shall commit to train, certify and advance one trainee to journeyman worker status during and before the expiration of the calendar year. The trainee must begin training during the calendar year within which the contractor must participate and trainee time cannot "roll-over" from one calendar year to another for purposes of meeting the annual goal.

While NMDOT strongly encourages contractors to independently provide on the job training on their projects, only those contractors who have reached the above-mentioned threshold are required to participate in and are bound by the provisions of this OJT Program. When a contractor is not assigned an annual training goal but still utilizes trainees/apprentices on a federal-aid project, the contractor will not be reimbursed for training hours under the OJT pay item, but the contractor may pay the trainees/apprentices the wages allowed in the approved training program, which may be less that the minimum pay rate for the classification. The contractor is still required to use an approved training program, register its trainees in the program, pay trainees according to the program, and show trainees on its payrolls as required by FHWA-1273, Sections IV and V.

II. PROGRAM REQUIREMENTS

A. Use of Approved Training Program

NMDOT recognizes four types of contractor based training programs. Those programs are: contractor in-house training programs that have received prior approval from both FHWA and NMDOT; training programs approved in other states subject to proof of approval; the approved Workforce Development Program provided through the Associated Contractors of New Mexico (ACNM); and the New Mexico Department of Workforce Solutions' State Apprenticeship Council programs (e.g. union apprenticeships, if the contract employees are otherwise eligible). If a contractor wants to use a training program other than one of the four mentioned above, the contractor must have the program approved by NMDOT and FHWA prior to commencing work. All training programs must be administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts. NMDOT reserves the right to request documentation that a program fulfills these obligations. Contractors must ensure that each trainee does not exceed the maximum number of training hours required for the completion of the selected training program.

B. Wage Requirements

Contractors must pay each approved trainee at the appropriate percentage of journeyman's wage rate based on the approved training program and consistent with applicable State and Federal regulations and guidance.

C. Reporting Requirements

Contractors must submit the following documents to the administrator of the approved training program being utilized, the NMDOT Office of Equal Opportunity Programs, and, for NMDOT federal-aid projects, to the Project Manager:

1) Contractors shall complete and submit Form A-2201, Contractor OJT Enrollment Form, within seven business days of the contractor's intent to assign a trainee(s) to a project.

2) For NMDOT federal-aid projects, Contractors shall complete and submit form A-2203, OJT Program Labor Classification Request within seven business days of the contractor's intent to assign a trainee(s) to a project.

3) Contractors shall complete and submit Form A-2202, OJT Program Monthly Reporting Form, on or before the 10th of each month, reporting on the preceding month.

Contractors shall submit to the NMDOT Office of Equal Opportunity Programs an Annual Summary Report by January 20th of the following calendar year. The report must give an accurate account of all trainee hours; identifying each trainee by name, ethnicity and gender and identifying each project and/or contract and the trainee hours attributed thereto.

Contractors should also note that:

1) Monthly reports submitted after January 10th of the following year will not be accepted or considered towards goal attainment for the previous calendar year.

2) If a contractor did not attain its annual goal, it must submit, with its Annual Summary Report, documentation of its Good Faith Efforts to attain the goal (see Section III below).

Contactors should only submit paperwork for individuals accepted and enrolled in an approved training program as outlined in Section II A, and not for individuals participating in other training and/or apprenticeship programs.

D. Contractor Participation

The contractor's Equal Employment Opportunity Officer (EEO Officer) shall be responsible for monitoring and administering the trainees' progress. The EEO Officer shall serve as the point of contact for NMDOT representatives regarding information, documentation, and conflict resolution. The contractor shall furnish each trainee a copy of the Training Program and other documentation related to the training program. The contractor shall further make every reasonable effort to provide training that develops skills as required by the training program. The contractor shall furnish to each trainee, upon successful completion of their training program, a certificate showing the type and length of training satisfactorily completed.

E. Contractor Reimbursement

Except as otherwise noted below, NMDOT will reimburse the contractor 80 cents per hour of training given an employee on a State or Federal-aid project in accordance with an approved training program. Reimbursements will be made upon submission to and approval by the Project Manager of a request for

change order with the properly completed OJT monthly reporting forms attached. Reimbursement will not be made for a trainee's hours that exceed the maximum number of training hours required for the completion of the selected classification in the training program.

III. Good Faith Efforts

If a contractor does not or cannot achieve its annual training goal with female or minority trainees, it must produce adequate Good Faith Efforts documentation. Good Faith Efforts are those efforts designed to achieve equal opportunity through positive, aggressive, and continuous result-oriented measures. (23 CFR 230.409(g)(4)). Good Faith Efforts should be taken as trainee hiring opportunities arise. Whenever a contractor requests NMDOT approval of someone other than a minority or a female for credit towards its annual training goal, the contractor must submit documented evidence of its Good Faith Efforts to fill that position with a minority or female.

NMDOT will consider all contractors' documentation of Good Faith Efforts on a case-by-case basis, and take into account the following:

- Availability of minorities and females for training;
- The potential for effective training;
- Duration of the contract;
- Dollar value of the contract;
- Total normal work force that the average bidder could be expected to use
- Geographic location;
- Type of work;
- The need for journey level individuals in the area.

Good Faith Efforts may include, but are not limited to, documentation of efforts to:

- Contact minority and female employees to gain referrals on other minority and female applicants;
- Upgrade minority and female unskilled workers into the skilled classifications when possible;
- Accept applications at the project site or at the contractor's office;
- Review and follow up on previously received applications from minorities and females when hiring opportunities arise;
- Maintain evaluations that monitor efforts made to achieve diversity on federal-aid projects and the contractor's workforce in general (i.e. significant numbers of minorities and females employed on a company wide basis);

NMDOT may reject utilization of non-minority male trainees for credit toward meeting the annual goal if it determines that the contractor failed to make sufficient Good Faith Efforts to hire minorities or female trainees and/or the contractor failed to document or submit evidence of its Good Faith Effort to do so.

IV. NMDOT PROGRAM MONITORING

A. Site Visits

NMDOT may conduct periodic site visits to a contractor's worksite to review OJT Program compliance along with other contract compliance issues related to the project. NMDOT will make every effort to ensure minimal disruption to a contractor's work.

B. End of Year Audits and Sanctions for Non-Compliance

NMDOT will perform an end of year audit of each contractor to verify attainment of the annual OJT goal. If a contractor, through its Annual Summary Report, can demonstrate that it attained its annual OJT Program goal or made adequate Good Faith Efforts to do so, then NMDOT will determine that the contractor is in compliance with the OJT Program requirements.

If a contractor has neither attained its goal nor submitted adequate Good Faith Efforts documentation, NMDOT will issue a Show Cause Notice outlining its findings of non-compliance and providing its determination of sanctions attributed thereto. Within thirty (30) days of receiving the Show Cause Notice, the contractor may submit a written response to the Show Cause Notice providing argument and evidence in opposition to the NMDOT findings of non-compliance and/or its determination of sanctions

If a contractor fails to submit a written response to the Show Cause Notice within the specified period or the written response to the Show Cause Notice does not cause NMDOT to change its findings of non-compliance and/or its determination of sanctions, NMDOT will issue its Final Order to the contractor regarding the non-compliance and assessing sanctions.

Sanctions for non-compliance may include, but are not limited to: liquidated damages, suspension of any payment in whole or in part, termination or cancellation of contracts in whole or in part, and/or suspension or debarment of the contractor.

VIII. WAGE RATES

In the event of a discrepancy between the minimum wage rates in the Wage Decision of the DWS, and the U.S. Department of Labor Wage Decision applicable as of Project letting, the higher wage rates shall govern.

IX. LABOR REPORTING AND SUBMISSION OF WEEKLY PAYROLLS

Davis-Bacon and related acts mandate that federally funded require weekly certified payrolls must be generated and submitted for all portions or segments of the contract. The New Mexico Department of Workforce Solutions ("DWS") mandates tracking a construction Project's weekly payrolls and the process by which this reporting is accomplished by the Contractor. Knowledge of the DWS rules and procedures is attributed to the Contractor prior to its Bid submission. The latest forms posted in the DWS website, http://www.dws.state.mn.us, must be used for submittals. All outdated forms submitted will be rejected by the Department. If rejected, the Contractor Subcontractors will be required to submit the current DWS forms.

The following requirements apply to those Contractors and Subcontractors performing Work subject to this Contract's prevailing wage rates:

The Contractor and Subcontractor(s) at all tiers shall complete an original DWS "Statement of Intent to Pay Prevailing Wages" form prior to starting Work on the Project. The Contractor shall provide a copy of all forms to the Project Manager in accordance with the Standard Specification Section 108.2 "Notice to Proceed and Pre-Construction Conference". For Subcontracts established later on in the Project, the Contractor shall ensure that the Subcontractor's "Statement of Intent to Pay Prevailing Wages" form is submitted to the Project Manager.

Once construction begins, the Contractor shall submit weekly payroll information. The Contractor shall ensure that all Subcontractors at all tiers submit weekly payroll information.

Weekly payroll information shall be submitted as follows:

- On all Projects, the Contractor shall submit and shall ensure all Subcontractors submit weekly payroll information Into the LCPtracker software program.

- All payrolls for the Project shall be submitted no later than seven (7) Days following the close of the second payroll period.

Prior to release of the Final Payment, the Contractor and Subcontractor(s) at all tiers shall fully comply with Standard Specification Section 109.10.7 "Contractor Submittal of Final Documentation".

The Contractor and Subcontractor(s) at all tiers shall preserve its weekly payroll records in accordance with Standard Specification Section 107.28 "Contractor Records".

On solely State funded Projects, the Rules and Regulations under the New Mexico Public Works Minimum Wage Act are, by this reference, made a part of this Contract.

On Federally-funded Projects, these provisions hereby supplement Paragraph V, Part 2 of the Required Contract Provisions on all Federal Aid Construction Contracts, FHWA-1273.

EEO Software Programs

The Contractor and Subcontractors at all tiers Working on federal-aid Projects shall use the following EEO Software Programs to report specific EEO, Labor Compliance and DBE information as required by the Contract and as specified by this NTC. The two software programs are:

- B2GNow software
- LCPtracker software

B2GNow - (Business to Government Now), is a web-based software program used to collect, verify and manage payment information for Contractors and Subcontractors Working on federal-aid Projects. Additionally, the software is used to collect and report DBE participation and utilization on federal-aid Projects. Information related to the use of the software is available at the NMDOT web page referenced in this NTC.

LCPtracker - (Labor Compliance Program Tracker) is a web-based software program used to collect, verify and manage prevailing wage certified payrolls and related labor compliance documentation for Contractors

and Subcontractors on federal-aid Projects. Information related to the use of the software is available at the NMDOT web page referenced in the NTC.

Use of B2GNow and LCPtracker software programs is required and shall be considered incidental to the Contract. Failure of a Contractor or Subcontractor to use the required software programs to report specific EEO, Labor Compliance and DBE information may result in a "Non-Conformance".

Information on access to the software programs, log-on information, use of the programs, available training, user manuals, etc. can be obtained by accessing the web page referenced in this NTC.

X. TITLE VI Assurances Appendix A and Appendix E

Appendix A of the Title VI Assurances

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by THE Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of the 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the New Mexico Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the New Mexico Department of Transportation (NMDOT), or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the New Mexico Department of Transportation (NMDOT) will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the NMDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the NMDOT to enter into any litigation to protect the interests of the NMDOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix E of the Title VI Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaces or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et seq.*)

Procurement
May 3, 2015

NOTICE TO CONTRACTORS

Gross Receipts Tax

The New Mexico Procurement Code, NMSA 1978, § 13-1-108 (1984) requires the New Mexico Department of Transportation ("NMDOT") to exclude the applicable state gross receipts tax, or applicable local option tax, from Bids received for this Project. The NMDOT will pay the applicable tax including any increase in the applicable tax effective after the Contract is executed by the NMDOT. The applicable gross receipts tax or applicable local option tax will be shown as a separate amount on each Progress Payment.

Procurement
May 3, 2015

NOTICE TO CONTRACTORS

New Mexico Employees Health Coverage

If the Bidder has, or grows to, six (6) or more employees who Work, or who are expected to Work, an average of at least 20 hours per week over a six (6) month period during the term of this Contract, the Bidder certifies by the submission of its Bid and if Awarded the Contract agrees to have in place, and agrees to maintain for the term of the Contract, health insurance for those employees and to offer that health insurance to those employees if the expected annual value in the aggregate of any and all Contracts between the Bidder and the New Mexico Department of Transportation ("NMDOT") exceeds $250,000.00.

The Bidder agrees to maintain a record of the number of employees who have:

A. Accepted health insurance;
B. Declined health insurance due to other health insurance coverage already in place; or
C. Declined health insurance for other reasons.

These records are subject to review and audit by a representative of the NMDOT.

The Bidder agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://www.insurenewmexico.state.nm.us/.

For all Contracts exceeding $250,000, the Bidder Awarded the Contact will be required to provide a letter stating that they currently offer health insurance to its New Mexico employees.

Office of Inspector General
May 3, 2015

NOTICE TO CONTRACTORS

Office of Inspector General

The New Mexico Department of Transportation ("NMDOT") Office of Inspector General ("OIG") has the authority to carry out all duties required to collect information, conduct audits, special studies and investigations. The duties of the NMDOT's OIG also arise from the responsibility all state Departments of Transportation have for ensuring that all Federal-aid Projects are carried out in accordance with federal requirements.

The NMDOT's OIG shall be provided access to all documents associated with the Project per the 2014 Edition of the NMDOT's Standard Specifications for Highway and Bridge Construction, Section 107.28 - "Contractor Records".

To Report Fraud, Waste & Abuse

1-800-671-STOP
(1-800-671-7867)

The NMDOT OIG has established the above toll free number for reports of fraud, waste, abuse or similar illegal or unethical activity affecting the cost, completion or correct and safe construction of a Project. All information will be treated confidentially and caller anonymity will be respected.

The New Mexico Fraud Against Taxpayers Act:

The New Mexico Fraud Against Taxpayers Act, NMSA 1978, §§ 44-9-1 to -14 (2007, as amended through 2015) provides civil penalties for submitting a claim to a state agency based on false, fraudulent or misleading information. The Act also includes a financial incentive for parties with knowledge of such a claim to come forward.

To Report Bid Rigging Activities

1-800-424-9071

The U.S. Department of Transportation, Office of Inspector General has established the above toll free number for reports of Bid rigging, Bidder collusion, or other similar illegal or unethical activity affecting the cost, completion or correct and safe construction of a Project. All information will be treated confidentially and caller anonymity will be respected.

Chief Engineer
May 3, 2015

NOTICE TO CONTRACTORS

Professional Services

The following has been added to the 2014 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction Section 101.4 - "Terms and Definitions".

A Professional Service provider is considered a Subcontractor when Work is performed within the Project limits and shall be prequalified in accordance with 18.27.5 NMAC (12/07/2000, as amended through 01/01/2015).

Traffic
May 3, 2015

NOTICE TO CONTRACTORS

Quality Standards for Traffic Control Devices

The Contractor shall comply with quality standards for traffic control devices in the Intra-Departmental Design Directive ("IDD") 2009-05 and incorporated herein by reference. The IDD adopts quality standards in accordance with 23 C.F.R. § 630 (2007) Subpart K-Temporary Traffic Control Devices.

PSE
May 3, 2015

NOTICE TO CONTRACTORS

Return of Contract Documents

In accordance with the 2014 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction, Section 103.7 - "Execution and Approval of Contract", the successful Bidder shall return the documents listed in the notice of preliminary award of contract letter within fifteen (15) Days of the date on the letter. Pursuant to Section 103.8 - "Failure to Execute Contract", failure by the successful Bidder to comply with this Notice to Contractors may constitute just cause for cancellation of the Award and the forfeiture of the Bid Guarantee.

Chief Engineer
May 3, 2015

NOTICE TO CONTRACTORS

Specialty Items

To clarify the definition of Specialty Items in the 2014 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction ("Standard Specifications"), Section 101.4 - "Terms and Definitions":

All Technician Training and Certification Program requirements for testing of Materials are Specialty Items.

Specialty Item Work will not be counted towards the Contractor's obligation to perform 40% of the Work with its own forces as noted in Standard Specifications, Section 108.1 – "Subcontracting".

The Contractor shall obtain the Project Manager's approval to Subcontract Specialty Items prior to starting Work.

Subcontractors performing Specialty Item Work are not required to be prequalified.

Chief Engineer
May 3, 2015

NOTICE TO CONTRACTORS

Schedule Format

CN 5100972

In lieu of a critical path method Baseline Schedule format the schedule format for this Project shall be a bar graph Baseline Schedule.

The Baseline Schedule shall conform to the 2014 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Section 108.3.2.2 – "Bar Graph Baseline Schedule".

CCRB
April 6, 2016

NOTICE TO CONTRACTORS

Buy America

The following clarifies the 2014 Edition of the New Mexico Department of Transportation's (NMDOT) Standard Specifications for Highway and Bridge Construction Section 106.12 - "Preference for Domestic Materials" which requires the Contractor to provide Materials that comply with the Buy America requirements in 23 CFR § 635.410.

Previous interpretations of the Buy America requirements allowed exclusions for certain steel and iron manufactured products that contained less than 90% steel or iron components. Previous interpretations also allowed exclusions for miscellaneous steel and iron components, subcomponents and hardware. These exclusions no longer apply.

Since these exclusions no longer apply, the Contractor shall provide certification proving that all steel or iron Materials were manufactured in the United States before performing Work that uses steel or iron Materials. Additionally, the Contractor shall provide certification that all coatings on the steel or iron Materials were applied in the United States. If these certifications are not provided, the NMDOT may take any remedies available under the Contract.

Other exclusions to the Buy America requirements remain in effect, including but not limited to, minimal use of foreign steel and iron Materials. The exclusion allows the Contractor to use foreign steel or iron Material that does not exceed one-tenth of one percent (0.1%) of the Total Bid Amount or that does not exceed $2,500.00 whichever is greater. To comply with the minimal use exclusion, the Contractor shall provide to the NMDOT Project Manager invoices showing the cost of the foreign steel or iron Material that cannot be certified as delivered to the Project.

PSE
May 3, 2015

NOTICE TO CONTRACTORS

Electronic Data Files

The New Mexico Department of Transportation ("NMDOT") will not provide electronic data files in accordance the NMDOT's 2014 Edition of the Standard Specifications for Highway and Bridge Construction, Section 801.1.2 - "Department-Supplied Documents and Services" for this Project as no electronic survey data exists for this Project.

NOTICE TO CONTRACTORS

Submittal Inclusion

The contract documents for the NCRTD – Transit Stops ADA Transition Plan Riverside Dr. – CN 5100972 notes the NMDOT in many references. Any required actions or submittals for the construction should also be provided to the NCRTD Project Manager

Chief Engineer

Requests for Contract interpretation shall be directed in writing to the Project Manager, Stacey McGuire.

Stacey McGuire (Project Manager)
North Central Regional Transit District (NCRTD)
1327 N Riverside Dr
Española, NM 87532
staceym@nrctd.org

Notice to Proceed

The Contractor shall commence work on this contract on the date(s) specified on **September 9, 2016**. The Contractor may use this period for initial project ramp-up work such as obtaining necessary permits, environmental clearances, stockpiling of materials, development of shop drawings, or other activities that do not impact traffic within the Project Limits. No additional time extensions or project suspensions will be granted before **September 9, 2016** unless for reasons caused by conditions beyond the control of and not the fault of the Contractor.

No Cost Changes

Notice to Proceed will be issued on September 9, 2016. The costs for bid shall be developed with that in mind. No increase for wages or cost will be allowed.

Testing Requirements

To achieve minimum testing requirements of the project, the contractor will have an independent testing laboratory provide the Project Manager:

One (1) Subgrade Compaction Test at Each Transit Site

Concrete Cylinders taken during Concrete Pours for two (2) sites

Cost for this work will be included in the cost per Bid Item 901000 "Contractor Process Quality Control"

Form No. A-1310
New 04/14
Date Submitted: 8-29-16

☒ Initial Subcontractor List
☐ Updated Subcontractor List

SUBCONTRACTOR LIST

Wage Decision No.: _____

Control No.: S100972

Prime Contractor H.O. Construction, Inc.

LIST ALL SUBCONTRACTORS AT ALL TIERS THAT ARE SUBJECT TO THE APPLICABLE WAGE DECISION(S). DO NOT LIST SUPPLIERS OR PROFESSIONAL SERVICES. PROVIDE ALL REQUESTED INFORMATION. MAKE ADDITIONAL COPIES OF THIS FORM AS NECESSARY.

Subcontractor Company Name: No Bids Received.

Address: _____ City: _____ State: _____ Zip: _____

Email Address: _____ Phone: _____ Fax: _____

Contractor License No: _____ NMDWS Registration No: _____

☐ 1st Tier Sub ☐ 2nd Tier Sub to: _____ ☐ 3rd Tier Sub to: _____

Work to be performed: _____ Amount ($): _____

Start Date: _____

Subcontractor Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Email Address: _____ Phone: _____ Fax: _____

Contractor License No: _____ NMDWS Registration No: _____

☐ 1st Tier Sub ☐ 2nd Tier Sub to: _____ ☐ 3rd Tier Sub to: _____

Work to be performed: _____ Amount ($): _____

Start Date: _____

Subcontractor Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Email Address: _____ Phone: _____ Fax: _____

Contractor License No: _____ NMDWS Registration No: _____

☐ 1st Tier Sub ☐ 2nd Tier Sub to: _____ ☐ 3rd Tier Sub to: _____

Work to be performed: _____ Amount ($): _____

Start Date: _____

General Decision Number: NM160051 01/08/2016 NM51

Superseded General Decision Number: NM20150051

State: New Mexico

Construction Type: Highway

Counties: Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Rio Arriba, San Miguel, Taos and Union Counties in New Mexico.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUNM2011-005 08/26/2011

	Rates	Fringes
CARPENTER (Includes Form Work)		
Cibola, Ria Arriba	$ 14.27	0.44
Guadalupe, Los Alamos, Colfax, Harding, Guay, Taos, Union	$ 13.84	0.44
McKinley	$ 13.51	0.44
Mora	$ 14.44	0.44
San Miguel	$ 13.93	0.44
CEMENT MASON/CONCRETE FINISHER		
Cibola	$ 15.58	0.26
Colfax, Guadalupe, Harding, Los Alamos, McKinley, mora, Quay, Union	$ 15.07	0.26
Rio Arriba, San Miguel	$ 15.58	1.54
Taos	$ 14.98	0.26

ELECTRICIAN (Including Traffic Signal Installation)	$ 24.66	8.56
HIGHWAY/PARKING LOT STRIPING: Includes Highway Line/Parking Lot Line Striping and Line Striping Truck Driver		
Cibola	$ 13.66	0.35
Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, Taos, Union	$ 15.16	0.35
McKinley	$ 14.55	0.35
Quay	$ 16.37	0.26
San Miguel	$ 15.31	0.35
INSTALLER: (Guardrails, Handrails and Signs)		
Cibola	$ 12.35	0.35
Colfax	$ 11.68	0.35
Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union	$ 12.37	0.35
Quay	$ 12.00	0.35
IRONWORKER, REINFORCING/REBAR		
Cibola	$ 23.05	1.54
Colfax, Guadalupe, Harding, Los Alamos, Mora, Quay, San Miguel, Taos, Union	$ 21.57	4.80
McKinley	$ 22.44	5.85
Rio Arriba	$ 21.98	6.03
IRONWORKER, STRUCTURAL	$ 21.77	6.03
LABORER		
Asphalt Raker	$ 14.39	0.35
Common or General		
Cibola	$ 12.27	0.35
Colfax	$ 9.60	0.35
Guadalupe, Los Alamos	$ 11.83	0.35
Harding	$ 11.57	0.35
McKinley	$ 11.22	0.35
Mora	$ 11.34	0.35
Quay	$ 12.15	0.35
Rio Arriba	$ 12.28	0.35
San Miguel	$ 12.56	0.35
Taos	$ 12.61	0.35
Union	$ 10.89	0.35
Flagger/Cone Setter		
Cibola	$ 13.14	0.35
Colfx, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union	$ 12.15	0.99
McKinley	$ 11.66	0.35

Quay	$ 12.21	0.26
Grade Checker	$ 14.67	1.60
MasonTender-Brick/Cement/Concrete		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, San Miguel, Taos, Union	$ 13.04	1.78
Rio Arriba	$ 13.33	1.97
Pipelayer	$ 16.99	0.35
PAINTER (Brush, Roller and Spray)		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Rio Arriba, San Miguel, Taos, Union	$ 15.06	0.44
McKinley	$ 14.15	0.44
POWER EQUIPMENT OPERATOR:		
Asphalt/Concrete Paver, Laydown Machine, and Plant	$ 16.43	1.51
Backhoe/Excavator/Trackhoe		
Cibola, Colfax, Guadalupe, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union	$ 16.80	0.26
Harding	$ 20.74	0.26
McKinley	$ 16.70	0.26
Quay	$ 16.27	0.26
Bobcat/Skid Loader	$ 18.06	0.26
Broom Operator	$ 15.72	0.26
Bulldozer		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union	$ 14.97	0.26
Quay	$ 14.89	0.26
Crusher	$ 16.53	0.26
Distributor	$ 14.50	0.26
Forklift	$ 17.16	0.26
Grader/Blade		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union	$ 17.48	0.26
Quay	$ 19.50	0.26
Loader (Front End)		
Cibola, Guadalupe, Los Alamos, Rio Arriba, San Miguel, Taos, Union	$ 16.27	0.26
Colfax	$ 15.72	0.26
Harding	$ 19.37	0.26

McKinley	$ 16.13	0.26
Mora	$ 16.21	0.26
Quay	$ 16.10	0.26
Mechanic	$ 17.48	0.26
Milling Machine	$ 16.89	0.26
Oiler	$ 14.29	0.26
Piledriver		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union	$ 15.87	0.26
McKinley	$ 14.95	0.26
Quay	$ 15.99	0.26
Roller (Asphalt and Dirt)		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union	$ 14.39	0.98
McKinley	$ 16.49	0.26
Quay	$ 14.74	0.26
Rotomill	$ 15.80	0.26
Scraper	$ 15.91	0.26
Screed	$ 15.96	0.26
Tractor	$ 16.84	0.26
Trencher	$ 16.26	0.26
TRUCK DRIVER		
Distributor	$ 13.56	0.26
Dump Truck		
Cibola, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, Taos, Union	$ 14.75	0.26
Colfax, San Miguel	$ 13.24	0.26
McKinley	$ 13.15	0.26
Quay	$ 15.20	0.26
Flatbed Truck		
Cibola	$ 12.71	0.26
Colfax, Guadalupe, Harding, Los Alamos, Mora, Taos, Union	$ 13.27	0.26
McKinley	$ 13.55	0.26
Quay, San Miguel	$ 13.30	0.26
Rio Arriba	$ 12.95	0.26
Pickup and Pilot Car	$ 12.74	0.26
Semi-Trailer Truck	$ 16.58	0.26
Tractor Haul Truck	$ 14.00	
Water Truck	$ 13.13	0.26

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2016

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	23.32	8.04
Carpenter/Lather	23.40	9.02
Cement Mason	17.11	6.32
Ironworker	26.50	14.32
Painter (Brush/Roller/Spray)	16.00	5.58
Electricians (outside)		
Groundman	21.28	10.53
Equipment Operator	30.54	12.94
Lineman/Wireman or Tech	35.94	14.34
Cable Splicer	39.52	15.28
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	12.20	5.30
Group II	12.50	5.30
Group III	12.90	5.30
Operators		
Group I	16.69	6.16
Group II	17.44	6.16
Group III	17.55	6.16
Group IV	17.63	6.16
Group V	17.75	6.16
Group VI	17.89	6.16
Group VII	18.27	6.16
Group VIII	18.50	6.16
Group IX	25.45	6.16
Group X	28.35	6.16
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT WWW.DWS.STATE.NM.US.

Daniel Barrone
Chair

Anthony J. Mortillaro
Executive Director

Governmental
Board of Directors

City of Española

City of Santa Fe

Town of Edgewood

County of Rio Arriba

County of Santa Fe

County of Los Alamos

County of Taos

Town of Taos

Nambé Pueblo

Ohkay Owingeh Pueblo

Santa Clara Pueblo

Pueblo of Pojoaque

Pueblo of Tesuque

Pueblo de San Ildefonso

CN#5100972
Re-Bid Results
August 29, 2016

As of Monday, August 29, 2016 @ 1400*, the following bid(s) have been received:

Contractor	**Bid Price and Schedule**	**NMDOT Contractor Prequalification List Verified**
Cisneros Concrete	$120,000.00	Not on NMDOT Contractor Prequalification List
Sequoia Landscaping	$116,983.15	Not on NMDOT Contractor Prequalification List
H.O. Construction	$120,984.00	On NMDOT Contractor Prequalification List
Allied 360 Construction	$121,654.00	On NMDOT Contractor Prequalification List

*Bids received after this time were not opened, and rejected to sender.

Based on bids received, H.O. Construction was deemed to be the most responsive and responsible Bidder.

North Central Regional Transit District
Financial Summary
As of Ju1y 31, 2016

Summary:
The North Central Regional Transit District (NCRTD) is currently reporting the first month of FY2017 financial activity. The expenses/revenues that should be reported for the period through July 31, 2016, which represents 8.3% of the budget.

The GRT monthly revenue budget figures are allocated utilizing trends from the last five fiscal years (excluding FY2016 because it is not complete).

The monthly budget figures for the federal grant revenues from the charts/tables have been derived from dividing administration and operation yearly allocations using a straight-line method (1/12 increments) and allocating capital revenue allocations using a straight line method (1/4 increments) over the last 4 month of the fiscal year.

The monthly budget figures for the expenditures from the charts/tables have been derived from utilizing trends from the last three fiscal years and mirror FTA reporting categories.

Financial Highlights

Revenue:
As of July 31, 2016, total revenue of $ 446,362 has been recognized, which is 3.6% of budgeted revenues. NCRTD has not received GRT and federal revenues for the month of July 2016. There is a two-month lag in receiving gross receipts tax revenue (GRT) and federal funds are recognized after the funds are spent which is typically a one-month lag.

Expenditures:
As of July 31, 2016, NCRTD recognized expenditures totaling $ 446,362 which is 3.6% of total budgeted expenditures.

Of the $446,362 spent, $ 98,869 was in Administration, $ 344,546 in Operations and $ 2,947 in Capital Outlay. Administration has spent 6.3%, Operations 4.1% and Capital Outlay 0.1% of its budgets.

Other Matters:

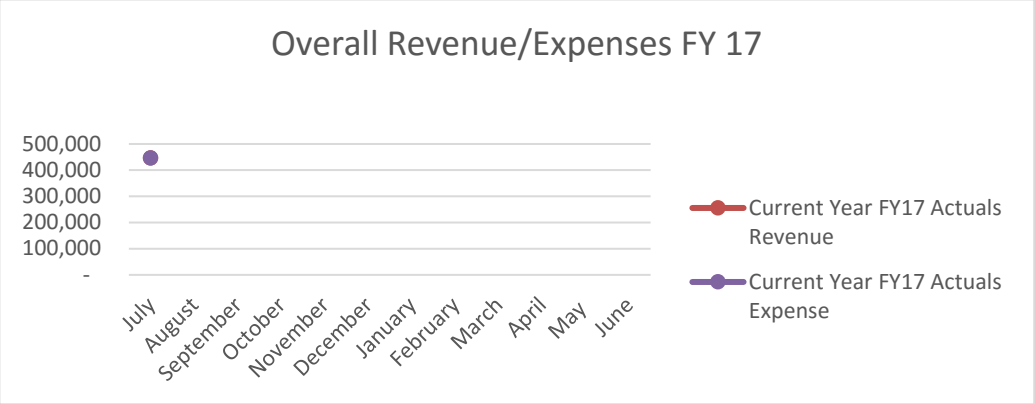
N/A

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

NCRTD Revenue and Expenses vs. Budget

As of July 31, 2016



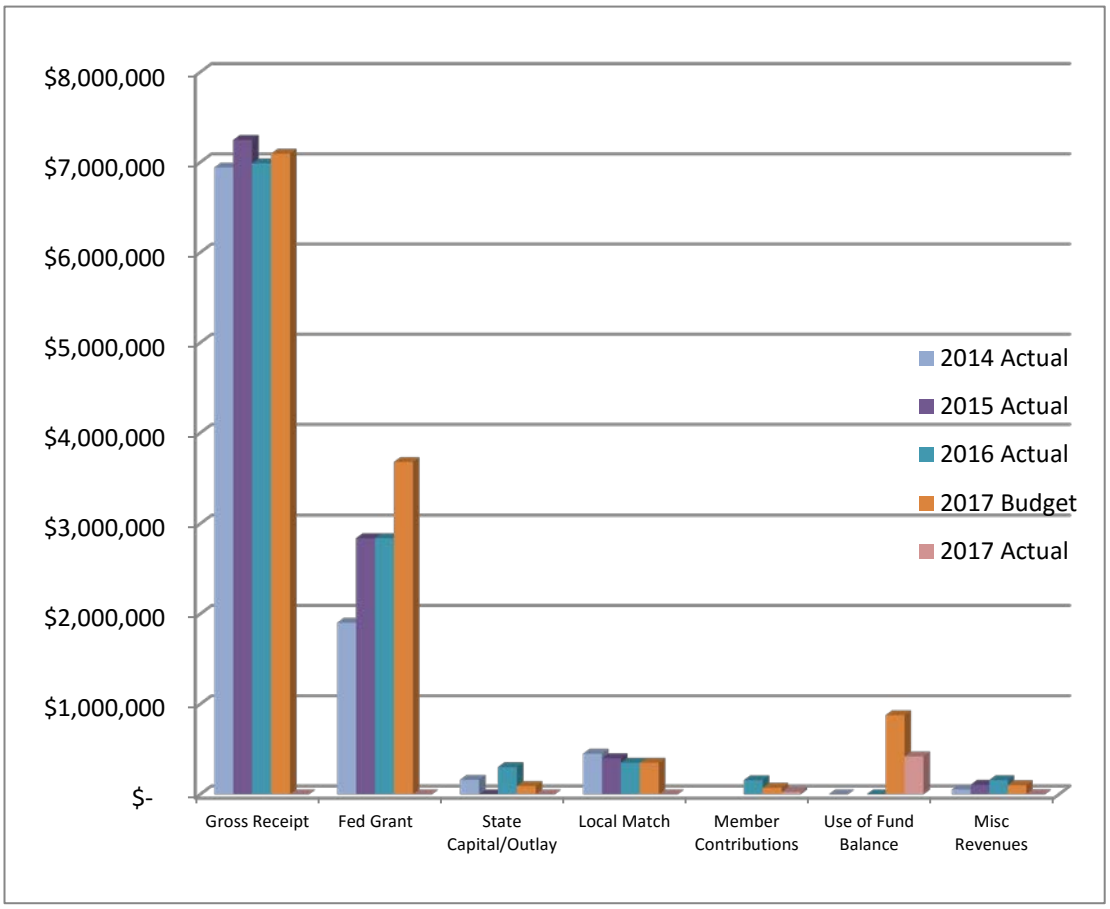
	Budget Revenue FY17	Current Year FY17 Actuals Revenue	Budget Expenses FY17	Current Year FY17 Actuals Expense
July	1,022,903	446,362	1,022,903	446,362
August	1,022,903		1,022,903	
September	1,022,903		1,022,903	
October	1,022,903		1,022,903	
November	1,022,903		1,022,903	
December	1,022,903		1,022,903	
January	1,022,903		1,022,903	
February	1,022,903		1,022,903	
March	1,022,903		1,022,903	
April	1,022,903		1,022,903	
May	1,022,903		1,022,903	
June	1,022,903		1,022,903	
Totals	$ 12,274,833	$ 446,362	$ 12,274,833	$ 446,362

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

NCRTD Revenue by Sources

As of July 31, 2016



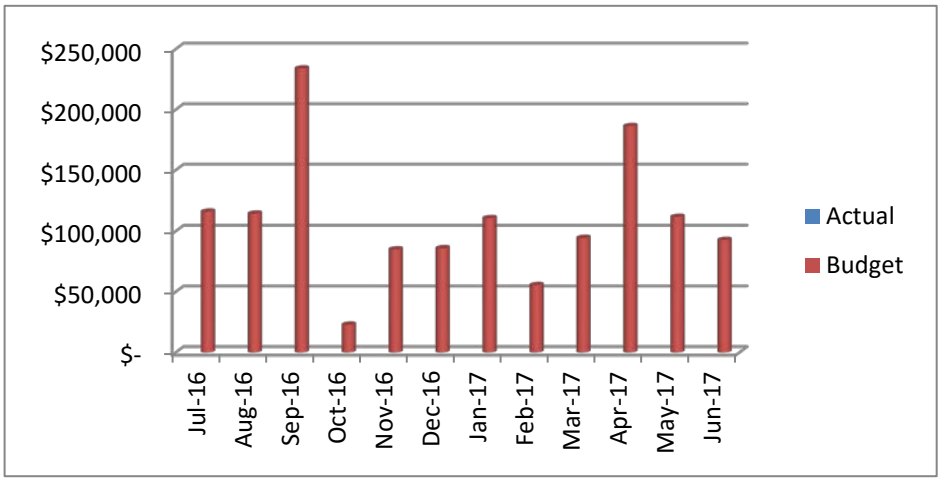
	2014 Actual	2015 Actual	2016 Actual	2017 Budget	2017 Actual	% of Actual vs budget
Gross Receipt	$ 6,941,122	$ 7,247,360	$ 6,987,287	$ 7,095,000	$ -	0.0%
Fed Grant	$ 1,902,036	$ 2,839,376	$ 2,839,376	$ 3,684,876	$ -	0.0%
State Capital/Outlay	$ 161,188	$ -	$ 301,312	$ 93,000	$ -	0.0%
Local Match	$ 450,000	$ 400,000	$ 350,000	$ 350,000	$ -	0.0%
Member Contributions			$ 156,154	$ 73,000	$ 25,000	34.2%
Use of Fund Balance	$ -		$ -	$ 877,457	$ 420,106	47.9%
Misc Revenues	$ 53,637	$ 105,967	$ 157,011	$ 101,500	$ 1,256	1.2%
TOTAL	$ 9,507,983	$ 10,592,703	$ 10,791,140	$ 12,274,833	$ 446,362	3.6%

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

LOS ALAMOS COUNTY



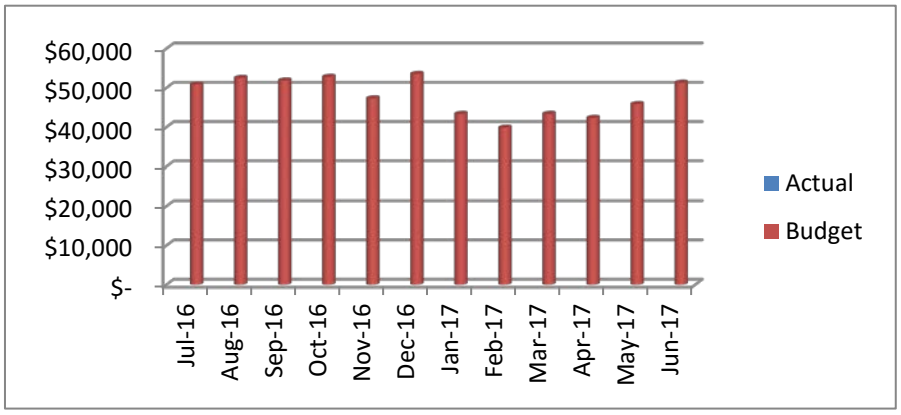
Date Received	Actual	Budget	of Monthly Budget
Jul-16		$ 116,157	0%
Aug-16		$ 114,524	0%
Sep-16		$ 233,942	0%
Oct-16		$ 22,859	0%
Nov-16		$ 84,971	0%
Dec-16		$ 85,915	0%
Jan-17		$ 110,754	0%
Feb-17		$ 55,509	0%
Mar-17		$ 94,426	0%
Apr-17		$ 186,352	0%
May-17		$ 111,822	0%
Jun-17		$ 92,769	0%
YTD Total	$ -	$ 1,310,000	0%

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

RIO ARRIBA COUNTY



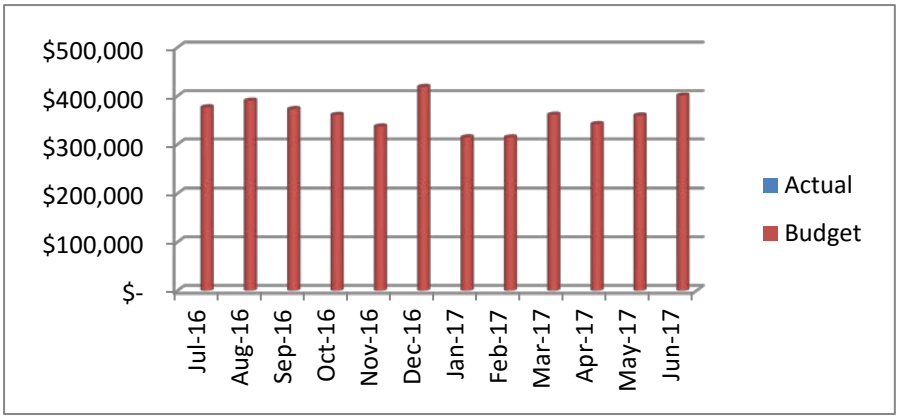
Date Received	Actual	Budget	Actual Revenue % of Monthly Budget
Jul-16		$ 50,886	0%
Aug-16		$ 52,520	0%
Sep-16		$ 51,873	0%
Oct-16		$ 52,793	0%
Nov-16		$ 47,329	0%
Dec-16		$ 53,535	0%
Jan-17		$ 43,354	0%
Feb-17		$ 39,848	0%
Mar-17		$ 43,368	0%
Apr-17		$ 42,334	0%
May-17		$ 45,855	0%
Jun-17		$ 51,305	0%
YTD Total	$ -	$ 575,000	0%

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

SANTA FE COUNTY



Date Received	Actual	Budget	Actual Revenue % of Monthly Budget
Jul-16		$ 376,620	0%
Aug-16		$ 390,366	0%
Sep-16		$ 372,915	0%
Oct-16		$ 360,981	0%
Nov-16		$ 336,965	0%
Dec-16		$ 418,706	0%
Jan-17		$ 314,671	0%
Feb-17		$ 314,505	0%
Mar-17		$ 361,487	0%
Apr-17		$ 342,066	0%
May-17		$ 359,779	0%
Jun-17		$ 400,939	0%
YTD Total	$ -	$ 4,350,000	0%

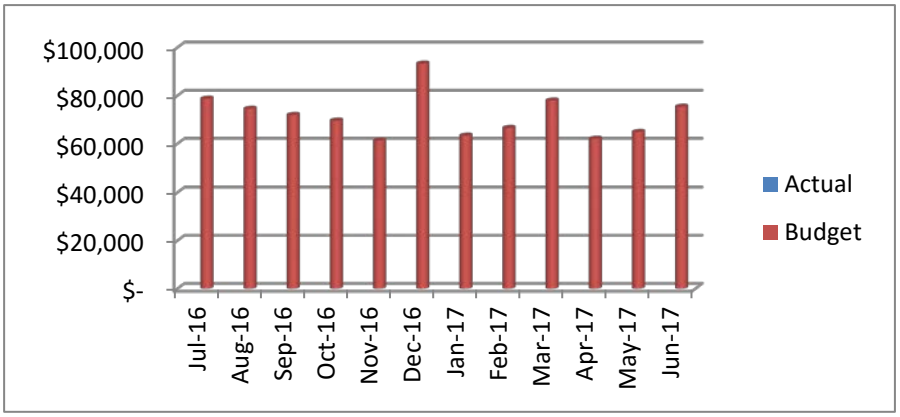
** Note one-half of the SF County GRT is allocated to Rio Metro

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

TAOS COUNTY

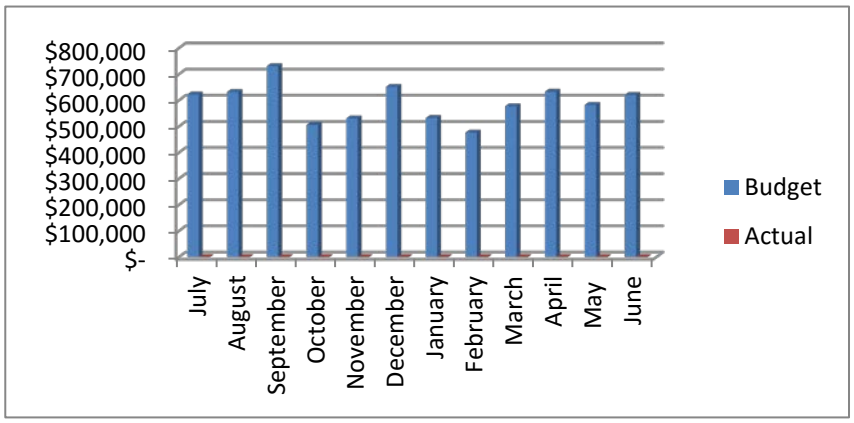


Date Received	Actual	Budget	% of Monthly Budget
Jul-16		$ 78,745	0%
Aug-16		$ 74,537	0%
Sep-16		$ 71,991	0%
Oct-16		$ 69,635	0%
Nov-16		$ 61,388	0%
Dec-16		$ 93,328	0%
Jan-17		$ 63,377	0%
Feb-17		$ 66,591	0%
Mar-17		$ 77,988	0%
Apr-17		$ 62,096	0%
May-17		$ 64,919	0%
Jun-17		$ 75,405	0%
YTD Total	$ -	$ 860,000	0%

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Gross Receipts Revenue



Budget to Actual FY2017

	Budget	Actual	Actual Revenue % of Monthly Budget
July	$ 622,408	$ -	0%
August	$ 631,947	$ -	0%
September	$ 730,721	$ -	0%
October	$ 506,268	$ -	0%
November	$ 530,653	$ -	0%
December	$ 651,484	$ -	0%
January	$ 532,156	$ -	0%
February	$ 476,453	$ -	0%
March	$ 577,269	$ -	0%
April	$ 632,848	$ -	0%
May	$ 582,375	$ -	0%
June	$ 620,418	$ -	0%
	$ 7,095,000	**$ -**	**0%**

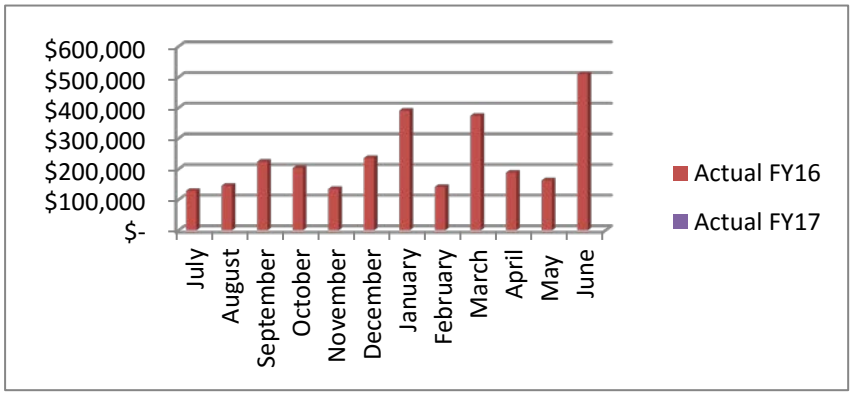
Prior Year vs. Current Year

	Prior Year FY2016	Current Year FY2016	Inc/Dec from Prior Year to Current Year
July	$ 666,453	$ -	$ (666,453)
August	$ 637,587	$ -	$ (637,587)
September	$ 812,130	$ -	$ (812,130)
October	$ 532,939	$ -	$ (532,939)
November	$ 571,419	$ -	$ (571,419)
December	$ 653,420	$ -	$ (653,420)
January	$ 638,952	$ -	$ (638,952)
February	$ 541,493	$ -	$ (541,493)
March	$ 640,114	$ -	$ (640,114)
April	$ 712,795	$ -	$ (712,795)
May	$ 579,985	$ -	$ (579,985)
June	$ -	$ -	$ -
	$ 6,987,287	**$ -**	**$ (6,987,287)**

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Grant Revenue

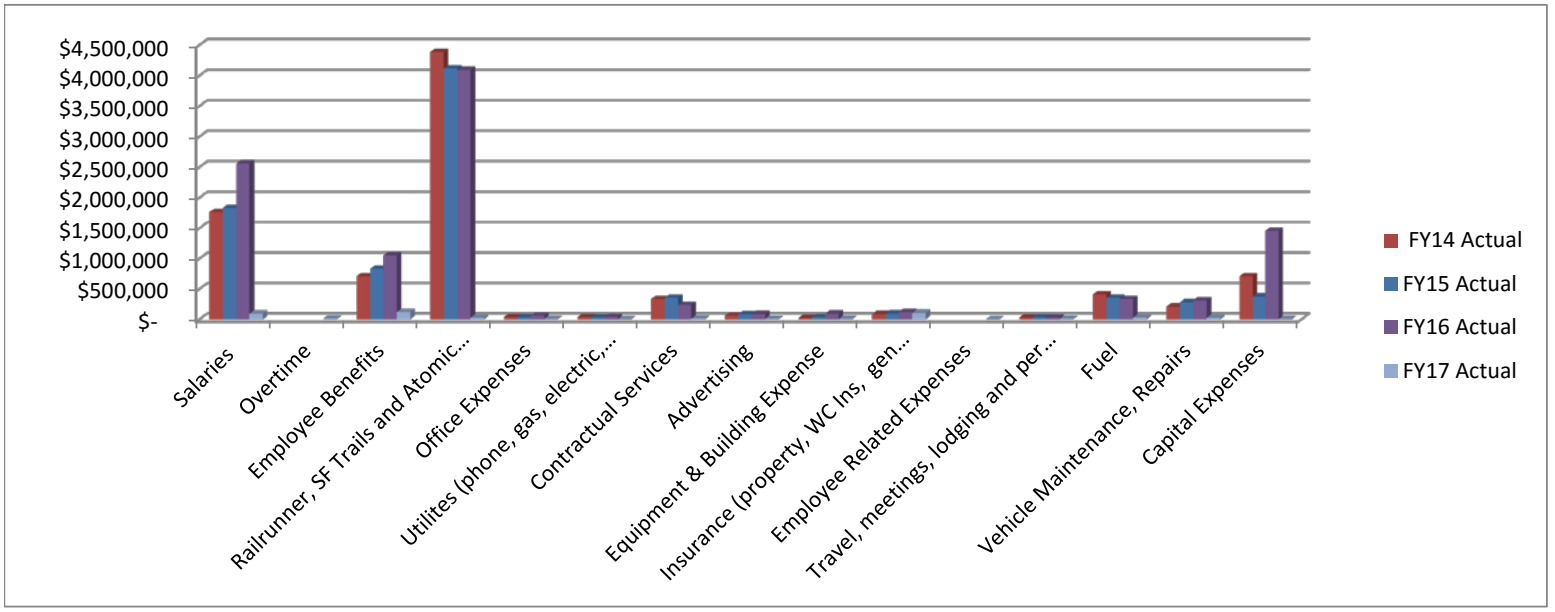


Budget to Actual FY2017

	Actual FY16	Budget FY17	Actual FY17	Actual Revenue % of Monthly Budget
July	$ 128,685	$ 171,678		0%
August	$ 145,446	$ 171,678		0%
September	$ 223,878	$ 171,678		0%
October	$ 203,353	$ 171,678		0%
November	$ 134,896	$ 171,678		0%
December	$ 235,833	$ 171,678		0%
January	$ 390,639	$ 171,678		0%
February	$ 141,554	$ 171,678		0%
March	$ 373,815	$ 636,268		0%
April	$ 188,166	$ 541,268		0%
May	$ 162,963	$ 541,268		0%
June	$ 510,148	$ 592,646		0%
	$ 2,839,376	**$ 3,684,876**	**$ -**	0%

Prior Year vs. Current Year

	Actual FY2015	Actual FY2016	Actual FY2017	Inc/(Dec) from Prior Year to Current Year
July	$ 98,061	$ 128,685	$ -	$ (128,685)
August	$ 96,946	$ 145,446	$ -	$ (145,446)
September	$ 160,962	$ 223,878	$ -	$ (223,878)
October	$ 167,516	$ 203,353	$ -	$ (203,353)
November	$ 126,083	$ 134,896	$ -	$ (134,896)
December	$ 123,492	$ 235,833	$ -	$ (235,833)
January	$ 101,591	$ 390,639	$ -	$ (390,639)
February	$ 106,716	$ 141,554	$ -	$ (141,554)
March	$ 67,879	$ 373,815	$ -	$ (373,815)
April	$ 124,015	$ 188,166	$ -	$ (188,166)
May	$ 133,931	$ 162,963	$ -	$ (162,963)
June	$ 455,192	$ 510,148	$ -	$ (510,148)
	$ 1,762,384	**$ 2,839,376**	**$ -**	**$ (2,839,376)**



Comparative Expenses by Type

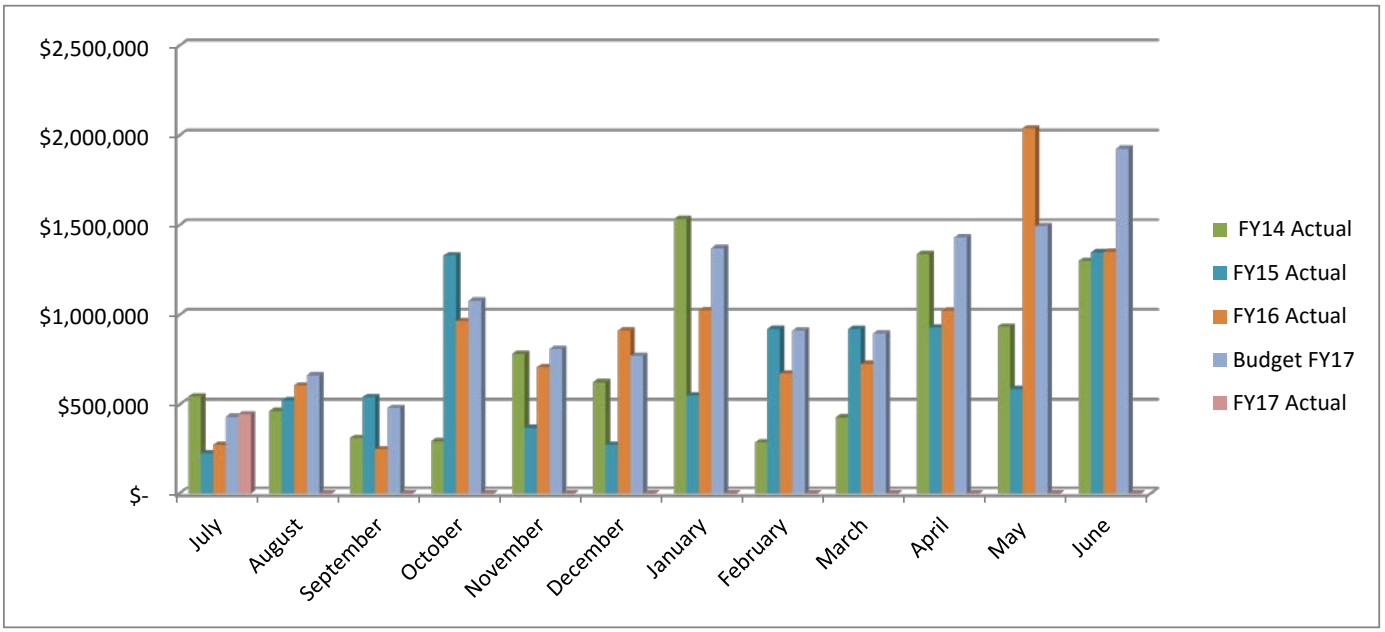
	FY14 Actual	FY15 Actual	FY16 Actual	Budget FY17	FY17 Actual	Year to Date Budget Variance
Salaries	$ 1,764,308	$ 1,831,697	$ 2,563,915	$ 2,442,371	$ 94,674	3.9%
Overtime				122,182	11,089	**9.1%**
Employee Benefits	709,864	830,082	1,055,797	1,138,722	120,501	**10.6%**
Railrunner, SF Trails and Atomic City Transit	4,387,272	4,118,232	4,092,619	4,587,300	25,000	0.5%
Office Expenses	36,948	37,336	62,039	62,234	2,648	4.3%
Utilites (phone, gas, electric, internet)	38,486	33,084	40,873	61,413	268	0.4%
Audit	23,219	23,433	23,581			
Contractual Services	333,948	352,779	236,532	493,566	12,078	2.4%
Advertising	61,715	82,687	87,181	95,040	6,103	6.4%
Equipment & Building Expense	22,181	36,443	94,244	46,997	3,361	7.2%
Insurance (property, WC Ins, gen liab, vehicle, civil ri	87,589	95,406	119,953	111,191	105,786	**95.1%**
Health & Wellness/Promotions	-	2,555	2,918			
Employee Related Expenses				21,700	377	1.7%
Dues, Licenses and Fees	5,826	15,961	19,634			
Training & Registration fees	8,825	9,087	7,590			
Travel, meetings, lodging and per diem	30,111	34,092	29,305	85,642	8,844	**10.3%**
Fuel	410,199	352,857	334,796	416,160	28,525	6.9%
Vehicle Maintenance, Repairs	209,623	281,344	311,125	329,900	24,160	7.3%
Operating Expenses	15,024	22,812	21,144			
Capital Expenses	709,563	374,409	1,458,967	2,260,415	2,948	0.1%
TOTAL	$ 8,854,701	$ 8,534,297	$ 10,562,213	$ 12,274,833	$ 446,362	3.6%

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

NCRTD BUDGET EXPENDITURES OVERALL

As of July 31, 2016



Budget to Actual FY2017

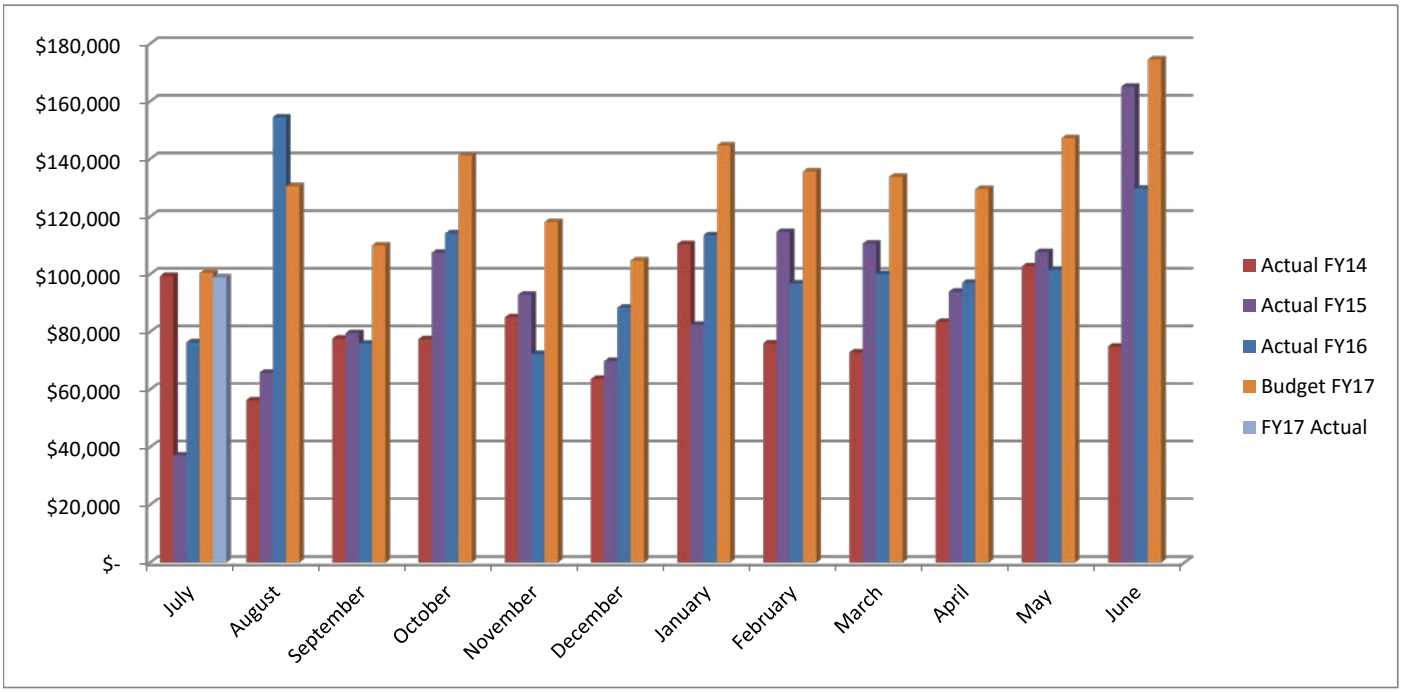
	FY14 Actual	FY15 Actual	FY16 Actual	Budget FY17	FY17 Actual	Inc/Dec of Budget vs Actual	Budget Variance
July	$ 546,007	$ 226,528	$ 273,848	$ 432,137	$ 446,362	$ (14,225)	**103.3%**
August	464,828	524,839	607,663	663,064	-	663,064	**0.0%**
September	313,124	543,236	249,172	482,047	-	482,047	**0.0%**
October	294,912	1,331,392	966,567	1,079,632	-	1,079,632	**0.0%**
November	783,580	370,513	709,030	810,427	-	810,427	**0.0%**
December	625,552	275,029	913,619	772,546	-	772,546	**0.0%**
January	1,534,559	551,091	1,026,524	1,372,824	-	1,372,824	**0.0%**
February	287,772	922,081	673,640	913,013	-	913,013	**0.0%**
March	429,154	921,872	727,303	896,722	-	896,722	**0.0%**
April	1,339,437	931,267	1,023,724	1,431,737	-	1,431,737	**0.0%**
May	934,795	588,018	2,039,566	1,494,229	-	1,494,229	**0.0%**
June	1,300,982	1,348,431	1,351,557	1,926,455	-	1,926,455	**0.0%**
	$ 8,854,701	**$ 8,534,297**	**$ 10,562,213**	$ 12,274,833	**$ 446,362**	$ 11,828,471	**3.6%**

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Administration Expense Summary

As of July 31, 2016



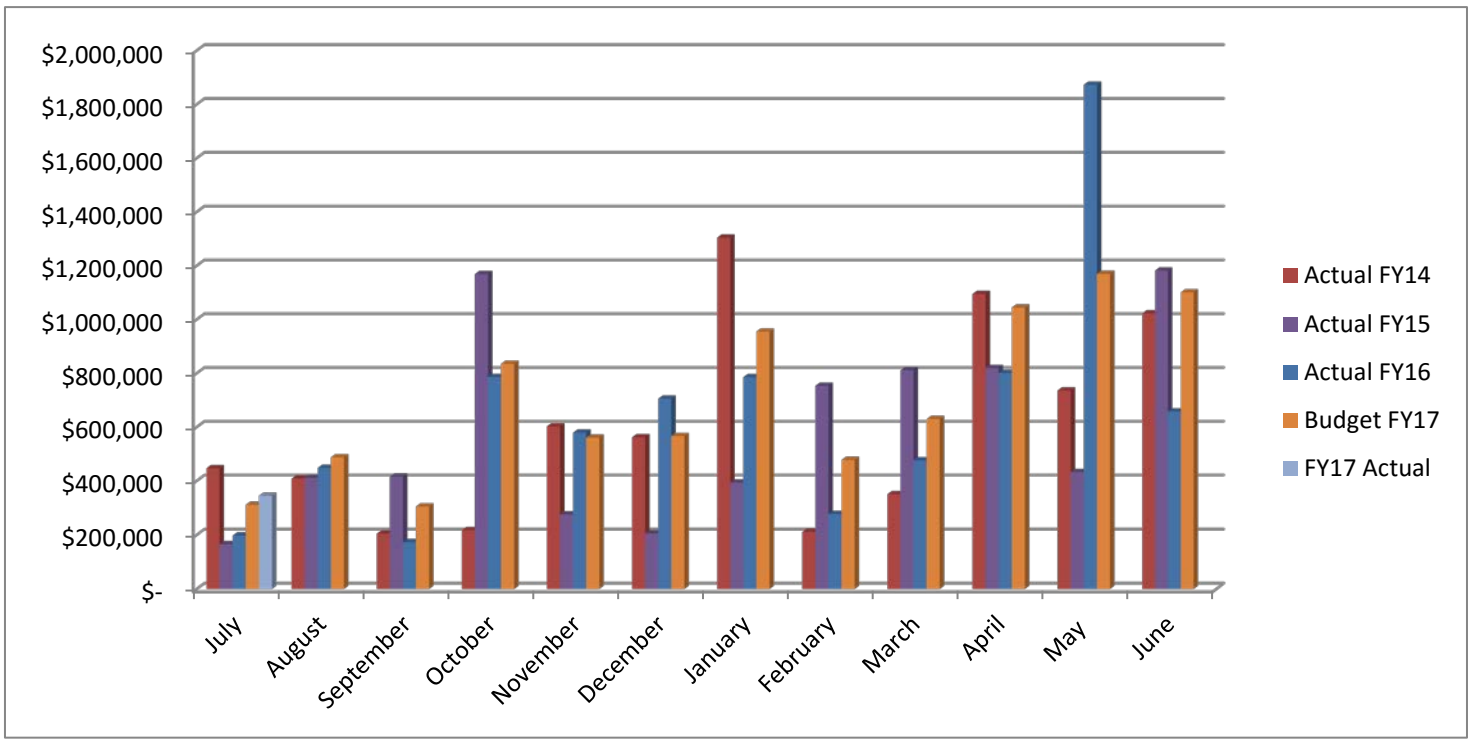
	Actual FY14	Actual FY15	Actual FY16	Budget FY17	FY17 Actual	Inc/Dec of Budget vs Actual	Budget Variance
July	$ 99,342	$ 36,996	$ 76,354	$ 100,397	$ 98,869	$ 1,528	**98.5%**
August	56,248	65,796	154,434	130,506		130,506	**0.0%**
September	77,618	79,531	75,888	110,001		110,001	**0.0%**
October	77,447	107,450	114,095	141,133		141,133	**0.0%**
November	84,993	92,871	72,212	118,043		118,043	**0.0%**
December	63,622	69,805	88,349	104,685		104,685	**0.0%**
January	110,423	82,409	113,515	144,605		144,605	**0.0%**
February	76,028	114,696	96,686	135,666		135,666	**0.0%**
March	72,862	110,596	100,000	133,801		133,801	**0.0%**
April	83,438	93,933	97,006	129,514		129,514	**0.0%**
May	102,701	107,700	101,400	147,180		147,180	**0.0%**
June	74,894	165,099	129,705	174,509		174,509	**0.0%**
	$ 979,616	**$ 1,126,883**	**$ 1,219,644**	$ 1,570,041	**$ 98,869**	$ 1,471,172	**6.3%**

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Operating Expense Summary

As of July 31, 2016



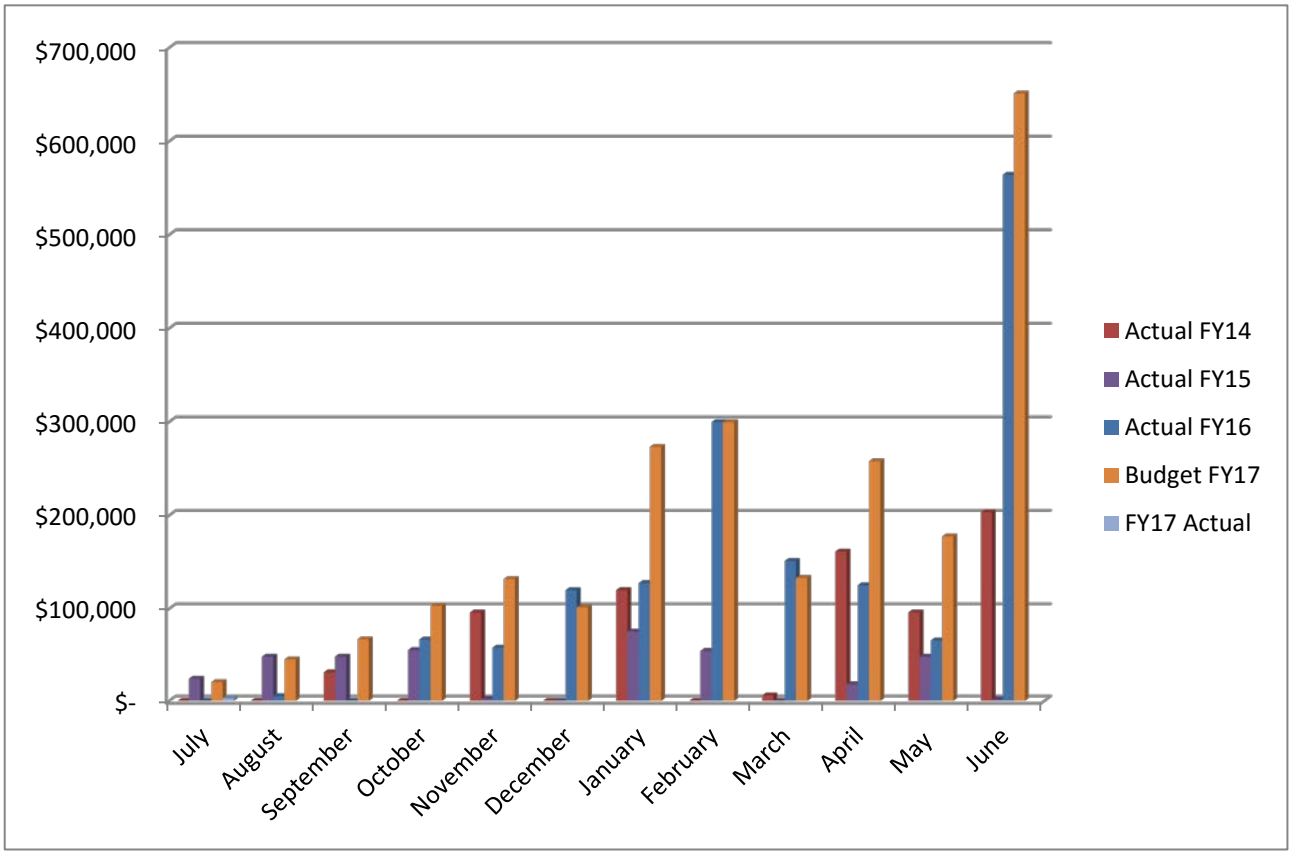
	Actual FY14	Actual FY15	Actual FY16	Budget FY17	FY17 Actual	Inc/Dec of Budget vs Actual	Budget Variance
July	$ 446,665	$ 165,544	$ 197,494	$ 311,436	$ 344,546	$ (33,110)	**110.6%**
August	408,580	411,069	448,110	487,617		487,617	**0.0%**
September	204,531	415,730	173,284	305,221		305,221	**0.0%**
October	217,465	1,168,758	785,951	835,482		835,482	**0.0%**
November	602,638	275,448	579,144	560,493		560,493	**0.0%**
December	561,929	205,224	705,378	566,379		566,379	**0.0%**
January	1,304,199	393,437	785,516	955,093		955,093	**0.0%**
February	211,744	753,200	277,216	477,771		477,771	**0.0%**
March	350,376	811,276	476,098	629,927		629,927	**0.0%**
April	1,094,811	819,256	801,484	1,044,481		1,044,481	**0.0%**
May	736,145	432,325	1,872,541	1,169,662		1,169,662	**0.0%**
June	1,022,562	1,181,739	657,716	1,100,816		1,100,816	**0.0%**
	$ 7,161,646	**$ 7,033,005**	**$ 7,759,932**	$ 8,444,377	**$ 344,546**	$ 8,099,831	**4.1%**

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Capital Expense Summary

As of July 31, 2016



	Actual FY14	Actual FY15	Actual FY16	Budget FY17	FY17 Actual	Inc/Dec of Budget vs Actual	Budget Variance
July	$ -	$ 23,987	$ -	$ 20,304	$ 2,947	$ 17,357	**15%**
August	-	47,975	5,119	44,941		44,941	**0%**
September	30,974	47,975	-	66,826		66,826	**0%**
October	-	55,184	66,521	103,016		103,016	**0%**
November	95,949	2,194	57,674	131,891		131,891	**0%**
December	-	-	119,892	101,482		101,482	**0%**
January	119,937	75,245	127,493	273,126		273,126	**0%**
February	-	54,185	299,738	299,576		299,576	**0%**
March	5,916	-	151,205	132,994		132,994	**0%**
April	161,188	18,078	125,234	257,742		257,742	**0%**
May	95,949	47,993	65,625	177,387		177,387	**0%**
June	203,526	1,593	564,136	651,131		651,131	**0%**
	$ 713,439	**$ 374,409**	**$ 1,582,637**	$ 2,260,415	**$ 2,947**	$ 2,257,468	**0.1%**

EXECUTIVE REPORT
For August 2016

EXECUTIVE

- Continued review and discussion of outstanding site property issues with Attorney and staff.
- Meet with Consultants and SF and District Staff for Consolidation Kick Off meeting.
- Met with State Representative Nancy Trujillo regarding RTD and funding requests.
- Met with State Representative Brian Eglof regarding RTD and funding requests.
- Met with State Senator Richard Martinez and State Representative Debbie Rodella regarding RTD and funding requests.
- RTD Legal Counsel and I with Mayor of Espanola, City Manager, City Attorney, Planning Director and NMDOT regarding Park and Ride lot issues.
- Met with ITS provider for quarterly information technology review.
- Participated in Transit Planner interviews.
- Participated in public meeting in Taos regarding Taos routes.
- Met with Union Representatives regarding some residual issues.
- Prepare materials with staff for State Technical Assistance review.
- Attended NMTA Executive Officers meeting in Santa Fe.
- Attended monthly MPO TCC meeting.
- Attended MPO Policy Board meeting.
- Attended via conference call APTA Small Operations Committee.
- Attended via conference call APTA State Affairs Committee.
- Met with Attorney and Staff regarding various legal issues and associated documents.
- Prepared Board and Finance Subcommittee meeting materials.
- Met weekly with Board Chair Barrone on various issues.
- Continued review, revision and creation of various NCRTD policies.
- Maintained continuous communication with board members, subcommittee members, and Chair.
- Attendance at various NCRTD staff and subcommittee meetings, including Board, Finance and Tribal subcommittees meeting.
- Addressed a variety of employee human resources issues and prepared memorandums to document district actions.

LEGAL

- Negotiate Smith's License Agreement
- Resolve ROW issues in Taos
- Work on Revisions to Personnel Rules
- Cleaning Contract Issues
- Revise Memo on Outstanding Issues from Chile Line Acquisition
- Various Personnel Matters
- Espanola Transit Center License
- Recover/Archive Basham & Basham Files
- Review Capital Grant Contract
- Research and Prepare Resolution on Delegation of Authority for Legislative Grant Admin.
- Research on CDL requirements and value
- Research on 2008 actions relating to imposition of LOGRT
- Research and Prepare presentations for Staff Meeting Legal Updates
- Review 5311 Sub grantee Agreement Form
- Analysis of CBA effective date issue
- Review/Revise Mountain Trails MOU
- Health Insurance Reconciliation Issues
- Prepare Policy on Obsolete Property Disposition
- Transition Issues with Departing HR Director
- Work on Procurement Code Revisions
- Draft Memo on GRT History
- Review Staff Reports and Draft Agendas

MARKETING/PUBLIC INFORMATION OFFICE

- Worked with Projects and Grants Manager to conduct a public meeting in Taos to solicit input for potential modifications to the Chile Line routes
- Worked with the consultants for the consolidation study as well as with City of Santa Fe PIO to issue a press release on the start of the consolidation study

- Completed required information for the NMDOT Technical Assistance and Review Questionnaire in advance of the department's September site visit
- Submitted our social media launch for a SWTA Spotlight Award
- Submitted final art for Nambe dial-a-ride sign and placed it into production. Two signs will be erected in the Pueblo to promote the service to pueblo members
- Developed a rider alert transition plan to move into an Avail generated alert system that can be route specific
- Began to analyze low performing routes to develop targeted grassroots marketing to boost ridership
- Worked with executive director to write and submit a district piece for the Passenger Transport magazine special issue for the APTA Annual Meeting
- Opened a dialog with the Santa Fe Green Chamber of Commerce for potential joint activities
- Worked with a writer for the NM Rail Runner newsletter for a piece on Mountain Trail
- Wrote and issued a press release on the extension of the Mountain Trail Route service through the fall into Thanksgiving. Worked with the New Mexican on a story regarding the service. Updated the brochure and the website and launched a social media campaign on the service
- Arranged an interview for the Rio Grande Sun with District Executive Director to talk about the Rider Survey
- Translated the ADA application into Spanish for the website
- Began working with the Finance Department for a design template for the FY2016 CAFR booklet
- Began writing, editing, producing the fall Blue Bus Times
- Attended the Taos Networking Lunch to talk about the RTD and the service we provide to the Town and the County
- Submitted three articles to the NMTA Fall Newsletter
- Worked with VTCLI (Veterans Transportation and Community Living Initiative) to finalize art for veteran's keychain and art for wraps on the Chama, Edgewood and Questa buses
- Provided social media management – Facebook, Instagram, Twitter – with daily postings (on-going)
- Provided updates to NCRTD.org throughout the month
- KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in August excluding Saturdays and Sundays
- KSWV 810-AM in Santa Fe, :30 sec Mountain Trail spots ran 20 times in August as well as 30 :20 sec promos announcing RTD sponsorship during the 7:30 AM ½ hour
- A radio campaign of 30-sec spots ran through out the first two weeks of August on the Hutton Broadcasting stations KBAC and KVSF
- KTAOS 101.9 FM in Taos, 14 :30 sec radio spots ran each week in August
- Two banner ads ran in the Taos News and one in Los Alamos Monitor. One 1/8 page ads ran in the Rio Grande Sun as well as a ½ page ad
- A series of digital ads ran on SantaFe.com, Santa Fe Hometown News, Los Alamos Daily Post and Valley Daily Post. Ads also continued running on the Taos News website as well as Facebook pages in the Taos County area
- Ads ran in the Chama Valley Times and in the Green Fire Times this month

SERVICE DEVELOPMENT

- July 2016 5311 Ridership Report
- ITS AVL/CAD project work including:
- Oversight of ongoing tweaks and improvements to schedule, routing and map
- Continued data entry input and oversight, emphasis on google transit
- Taos 9 equipment installation and onsite Staff training coordination
- Ongoing troubleshooting facilitation related to operations and soft/hardware
- TAP FY15- NMDOT, FHWA rebid approval received, construction out for rebid with deadline of 29Aug2016
- TAP FY15 and future- On-call engineering contract awarded to Wilson & Company pending NMDOT and FHWA approval
- TAP FY18 and FY19- PFF presented at NPRTPO for design, project management, capital and construction; PFF site visit with NMDOT and NPRTPO completed
- Continued discussion with SFMPO, NMDOT, Santa Fe Trails to discuss Federal Section 5307 Small Urban transit funding specific to Mountain Trail and La Cienega routes

- Attended and Chaired NPRTPO August meeting hosted by Jicarilla Apache Nation in Dulce
- Participated in Regional Planner interviews
- Completed and submitted FFY18 Section 5311 funding request to NMDOT
- Facilitated Taos are public meeting to discuss RTD Chile Line routes and solicit feedback on potential future service changes
- Gathered relevant information for Consolidation Study consultants

OPERATIONS

- Transit Shift Supervisor employee separation and position advertisement
- Transit Fleet and Facilities Manager employee separation and position advertisement
- Extended employment offers for two Driver II positions, all driving position full
- Performed Special Event for NMAC Treasurer's Affiliate
- Completed Vehicle Specification and Selection process for FY 16/17 vehicle purchase
- Completed National Safety Council Defensive Driver Training for 58 employees
- Completed four (4) New Employee (Driver) training
- Completed Avail software and hardware installation in nine vehicles in the Taos domicile

Performance Measures

for

Fiscal Year 2017

July 2016

Performance Measures for Fiscal Year 2016-2017

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."
The report data collected is grouped into 3 areas: Administrative, Fleet and Customer Related:

1. **Administrative:**
   - **A. Ridership, All Funded Routes**
   - **B. Ridership, NCRTD Operated Routes**
   - **C. Monthly Expenditures**
   - **D. Cost Per Mile**
   - **E. Cost Per Trip**

2. **Fleet:**
   - **A. Vehicle Back Up Ratio**
   - **B. Average Vehicle Age**
   - **C. Percentage of "On-Time" PM / Inspections**
   - **C. Accidents, Major/Minor Tracking**

3. **Customer Relations:**
   - **A. Complaints**
   - **B. Incidents**

The In-state/local comparable is Sandoval/Valencia Counties which are operated by the Rio Metro Regional Transit District. This benchmark/peer entity was chosen since they are within New Mexico and somewhat similar to rural transit service. The FTA benchmarking data used originates from the Rural Transit Fact Book 2014. The data is for 2012 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.

Performance Measure - Administrative:

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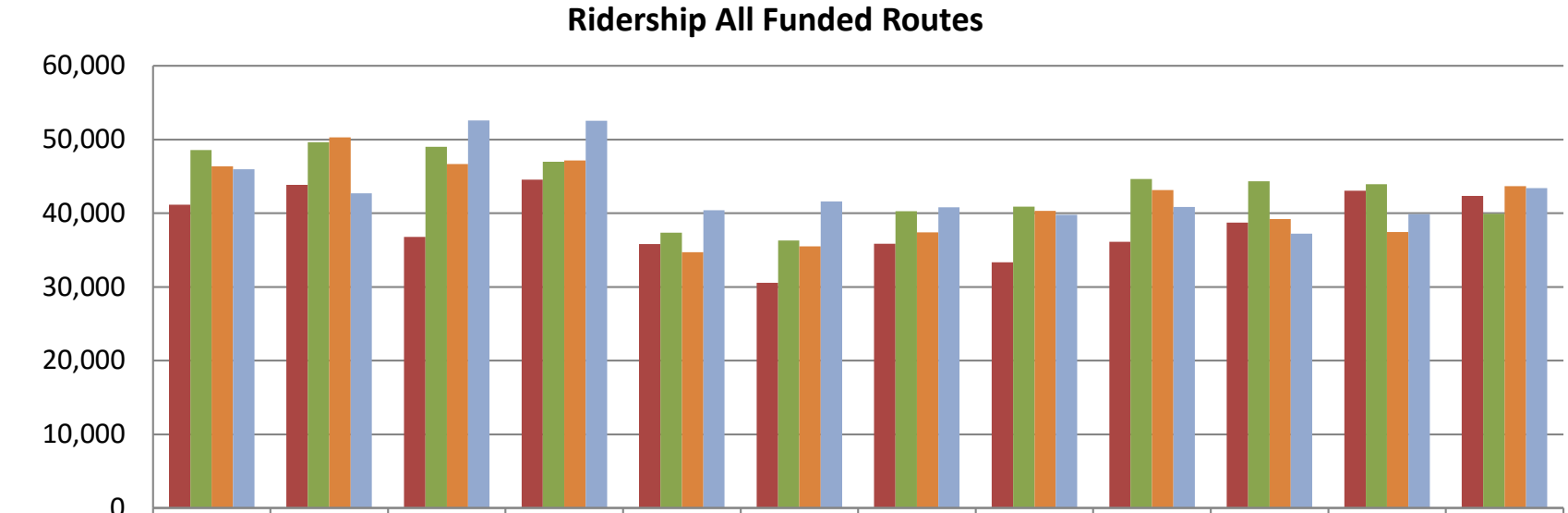
Ridership Tracking of All NCRTD Funded Routes

Tracking ridership is the #1 way a public transportation agency can gauge its effectiveness of the service it provides. Ridership data for all routes funded by the NCRTD are collected by City of Santa Fe and Los Alamos County. This data is forwarded and combined with the data from the District's operated routes. These numbers are then compiled into a monthly ridership report. This measurement tracks the number of one way trips taken on all the routes within the district. This graph shows the NCRTD combined total ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand. Sandoval/Valencia counties are used local/in-state comparison benchmark, as they are similar in service but smaller in size: a two county service of the Rio Metro Transit District.



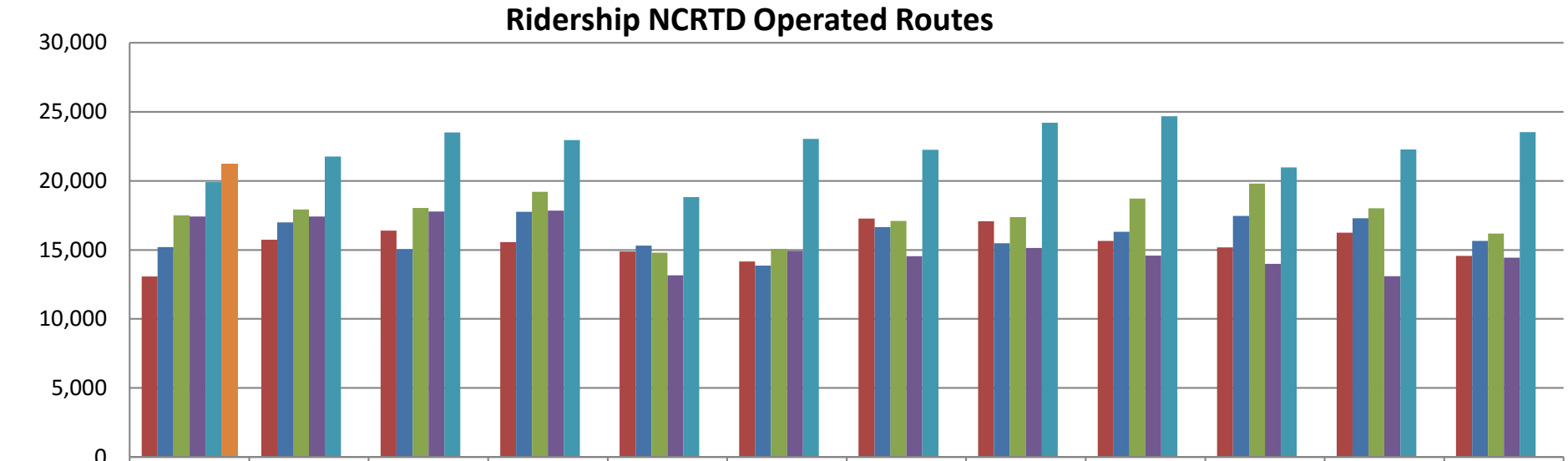
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	41,135	43,836	36,784	44,537	35,825	30,576	35,877	33,352	36,135	38,724	43,060	42,332
FY 13-14	48,552	49,624	49,034	46,976	37,369	36,320	40,271	40,871	44,627	44,335	43,930	39,934
FY 14-15	46,374	50,295	46,680	47,152	34,702	35,509	37,422	40,320	43,164	39,195	37,447	43,676
FY 15-16	45,966	42,682	52,575	52,528	40,393	41,584	40,794	39,780	40,830	37,248	39,882	43,422
FY 16-17	40,932											

FY12/13 = 462,173 FY13/14 = 521,843 FY14/15 = 501,936 FY15/16 = 517,684 FY16/17 = 40,932

Performance Measure - Administrative:

Ridership Tracking of NCRTD Operated Routes

This ridership data is collected by the NCRTD drivers for all routes operated by the District. This includes 27 flex and commuter routes as well as the demand response and paratransit routes. Totaling the number of one way trips on NCRTD routes, allows staff to evaluate effectiveness and to ensure that the service is reaching areas in the district that have high demand for accessible mobility. Sandoval/Valencia counties were selected as a local/in-state comparison benchmark.



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 11-12	13,081	15,739	16,397	15,567	14,886	14,167	17,274	17,071	15,650	15,178	16,244	14,573
FY 12-13	15,200	16,995	15,052	17,760	15,317	13,872	16,642	15,471	16,315	17,465	17,285	15,653
FY 13-14	17,504	17,934	18,033	19,205	14,792	15,069	17,102	17,380	18,719	19,804	18,021	16,187
FY 14-15	17,415	17,419	17,781	17,843	13,155	14,933	14,545	15,134	14,578	13,983	13,087	14,447
FY 15-16	19,899	21,768	23,498	22,962	18,824	23,033	22,245	24,214	24,675	20,963	22,273	23,516
FY 16-17	21,241											

FY12/13 = 193,027 FY13/14 = 209,750 FY14/15 = 184,320 FY15/16 = 267,870 FY16/17 = 21,241

Monthly Expenditures for Administrative and Operating

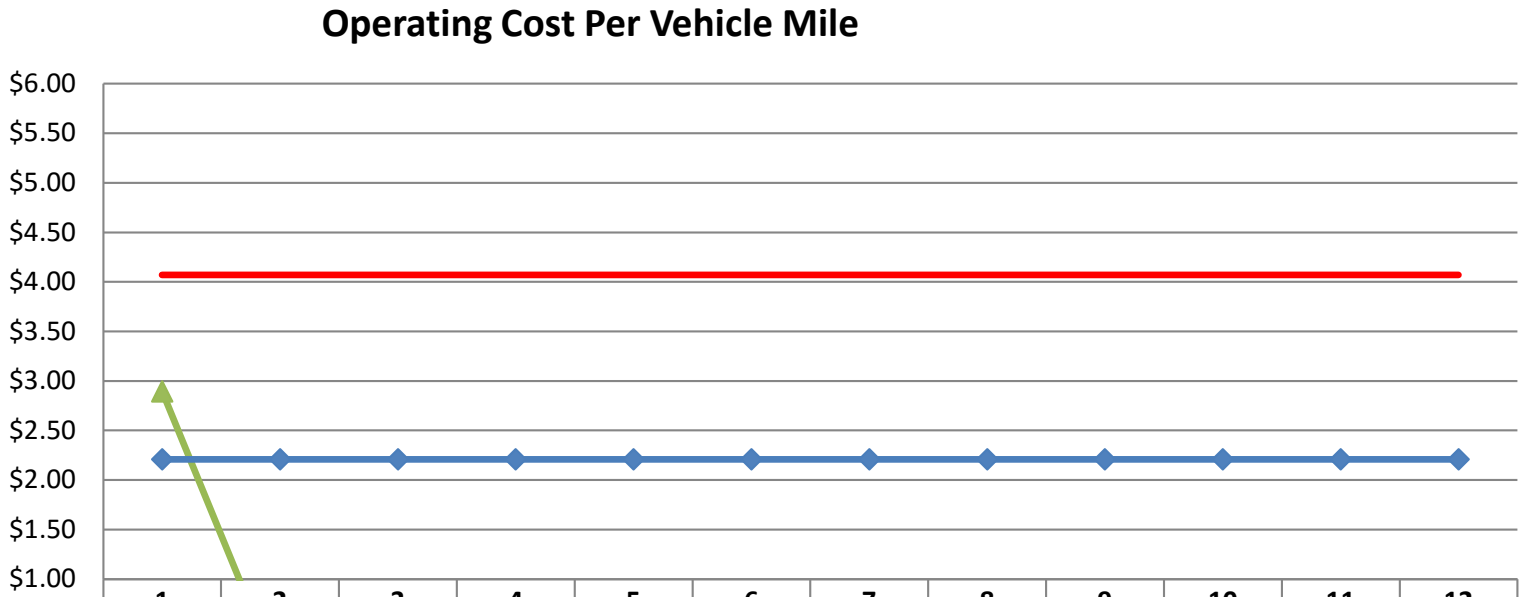
The NCRTD's Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the expenditures to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. Tracking the budget and monitoring operational costs allows management to target specific dollar amounts when creating future budgets and requesting federal funding from the NM Department of Transportation.

Monthly Expenditures FY 16-17

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Admin	$96,031											
Operating	$291,021											
Total	$387,052	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Operational Cost per Vehicle Mile

Cost per vehicle mile is the total operating costs per month in relation to the total vehicle miles per month traveled on NCRTD routes. The mileage data is logged daily for each route and compiled into a monthly report. Monthly operating costs are obtained from the Monthly Expenditures (chart above) and the number of miles travelled for NCRTD operated routes. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's route operations. This measurement is a beneficial tool for the planning and operation's departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties' annual average are used as a local/in state comparable benchmark, even though their system is smaller than NCRTD. Data from the **2014*** Rural Transit Data Fact Book, specifically FTA's District 6 (our district) annual cost per mile is included as a benchmark**. *This Data from 2014 Rural Transit Data Fact Book has been revised for the FY15 year.**

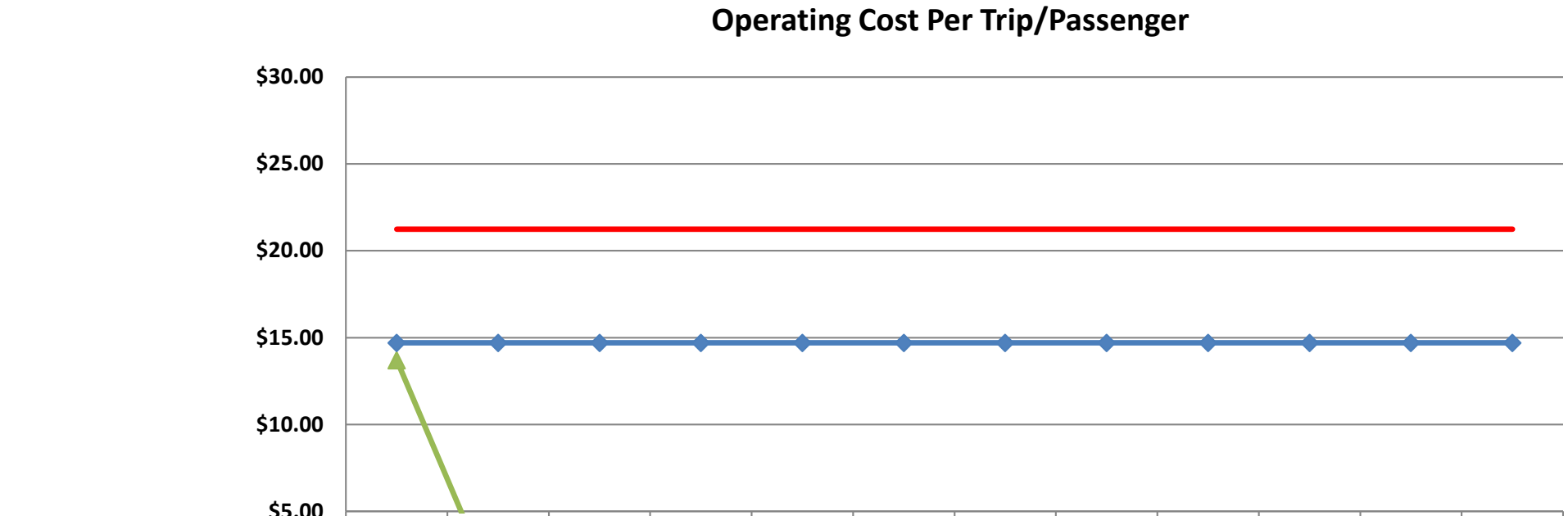


	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Mile	$2.90	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sandoval/Valencia	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07
Region 6 Total Cost Per Mile	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21

Performance Measure - Administrative:

Operating Cost per Trip

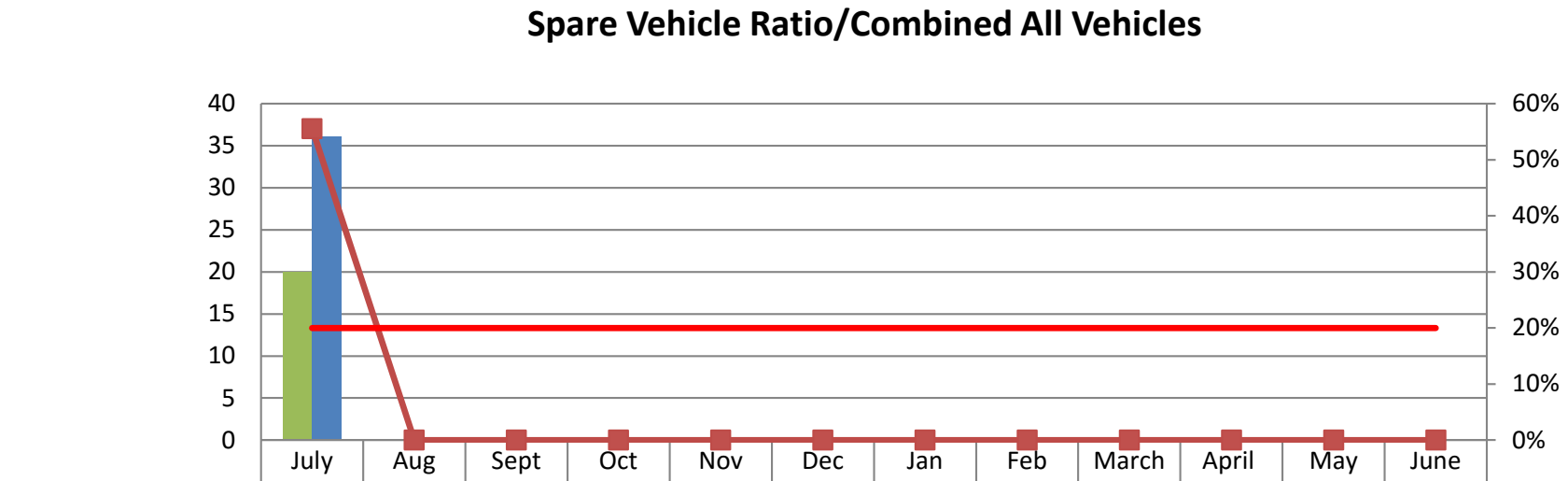
When transit data is collected, passengers, riders and rides are counted and referred to as "trips." One passenger can generate several trips in a day, and these are counted individually. Example, a particular rider may board in Questa (1 trip) and transfer to the Taos to Espanola bus (1 trip) and again transfer to the Santa Fe bus in Espanola (1 trip) for a total of three trips. The cost per trip is computed on a monthly basis by dividing the monthly operating costs from the Monthly Expenditures (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties' annual average are used as a local/in state comparable benchmark, even though their system is smaller than the NCRTD. Data from the **2014*** Rural Transit Data Fact Book, specifically FTA's District 6 (our district) annual cost per trip is included as a benchmark. **. *This Data from 2014 Rural Transit Data Fact Book has been revised for the FY15 year.**



	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Trip	$13.70	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sandoval/Valencia	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24
Region 6 Total Cost Per Trip	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70

Spare Vehicle Ratio/Combined all Vehicles

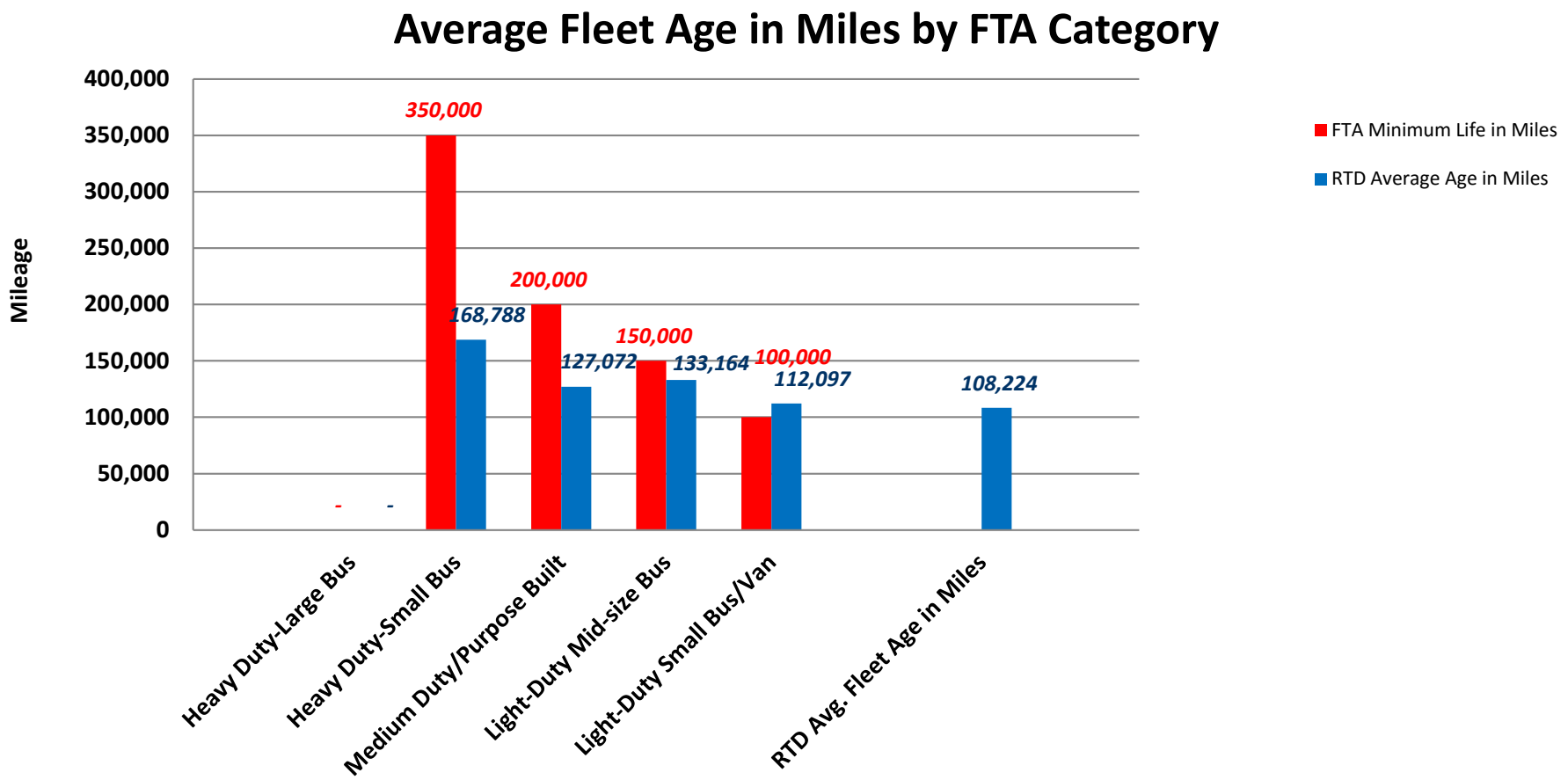
FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 51 vehicles. NCRTD's fleet totals 55 and is exempt from this guideline but it is a good benchmark to keep in place. With an annual maximum service of now 35 and a backup fleet of 20, the backup ratio is 57.14%. This higher number is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These backup vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns.



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Spare Vehicles	20											
# Needed to run	36											
Spare Ratio	55.56%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Recommended	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%

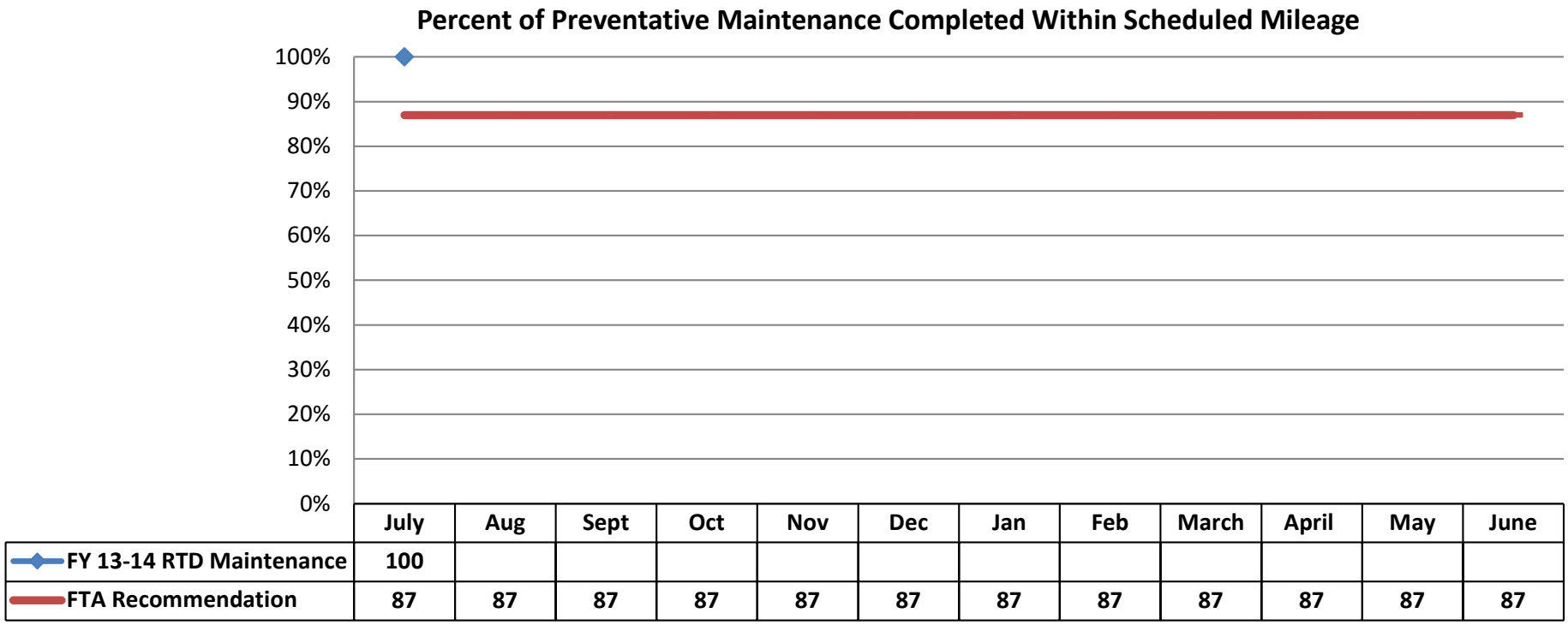
Average Fleet Age

The FTA allows the use of years or mileage to attain usable life. The District uses mileage rather than the year of manufacture because of the large area of the district and the high number of miles traveled on an annual basis. This compares the age of specific kind of vehicles by mileage in accordance to the FTA guidelines. This is useful in fleet replacement planning. The numbers will vary month to month as mileages increase and old vehicles are replaced by new.



Percentage of "On-Time" PM / Inspections

The federal benchmark for the percentage of "on-time" preventative maintenance (PMs) and inspections for the fleet is 87%. Inspections are required to be conducted within certain mileage timeframe by vehicle manufacturers for the various sizes of vehicles. Manufacturer's recommended maintenance schedules may range in mileage due to the component makeup of a particular vehicle. The FTA recommends they be conducted within the manufacturer's recommended maintenance schedule. However, as a sub recipient of NMDOT we are allowed varied standards as approved by NMDOT. With the variety of sizes and component makeup of District vehicles, we have determined and hold to a standard of 6000 mile intervals for the light and medium gasoline powered fleet and 7000 miles for the diesel powered medium-heavy fleet. This ensures frequent safety inspections and PM services at reasonable intervals that result in a more dependable and safer fleet. This data is collected and tracked by the Fleet Maintenance Manager.

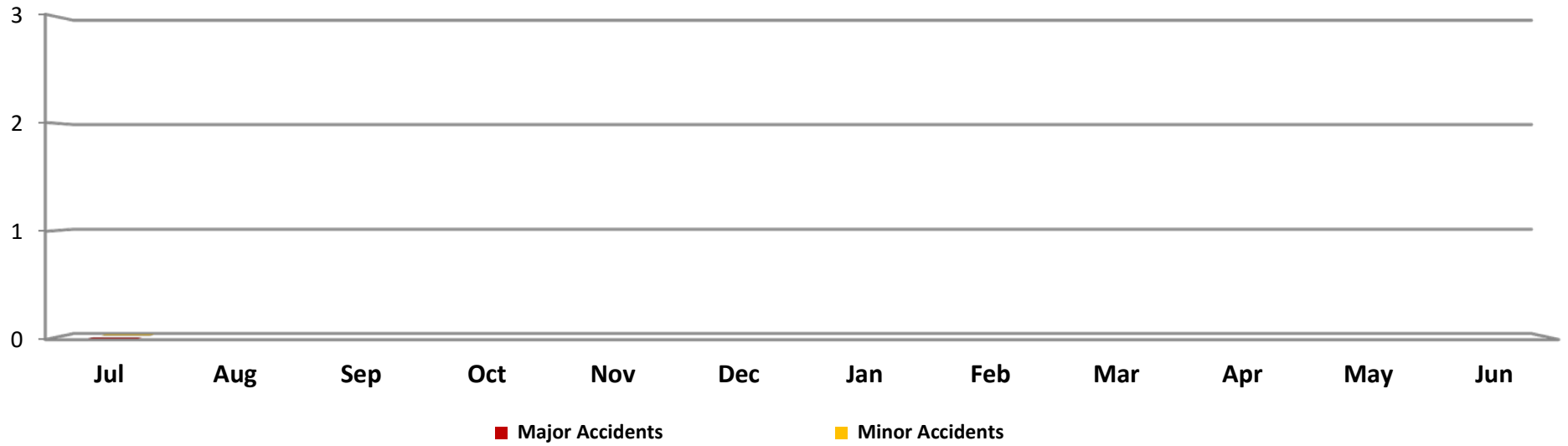


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY 13-14 RTD Maintenance	100											
FTA Recommendation	87	87	87	87	87	87	87	87	87	87	87	87

Accidents per Month

This measurement shows us how many accidents occur within a month and to what frequency they occur. These are logged as minor or major accidents. A minor accident for example, is one where a driver hits a stationary object while backing but there is minimal damage. A major accident is one where there may be significant damage and/or injury, and a FTA Post accident drug screen is required. All accidents are reported to the Operations and Maintenance Manager to decide on what corrective action needs to be taken. There are established internal reporting and follow up procedures. All accidents, major or minor, are investigated and documented, and dealt with accordingly by the operations management team. As a result, disciplinary measures and/or driver re-training may be required by the outcome of the investigation.

Number of Major/Minor Accidents per 104,664 Miles Avg. Driven Monthly



Last Minor Accident - May 18, 2016

Miles Driven since last Minor Accident - 358,848

Last Major Accident - May 6, 2016

Miles Driven since last Major Accident - 418,656

Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

1. Tesuque – Driver rolled by the stop but did not stop. Passenger was waiting for the bus 5 minutes before the scheduled stop time. The caller claims her nephew had a seizure running after the bus.
The Supervisor viewed the camera, it shows the driver there at the correct time, and she waited 3 to 4 minutes before departing the stop. There was no one at the stop, and the camera doesn't show anyone running after the bus. There was no evidence to back up the claim.
2. Santa Fe / Taos – A passenger riding the bus said he put his bike on the bike rack, the seat and cables were appeared to be messed with. The passenger thinks the driver let passengers off and someone messed with his bike.
The Supervisor tried to check the camera but found there was no cassette in the camera system. This incident was not recorded. The Supervisor will check with the driver.
3. Questa – An email was sent claiming the Questa/Taos bus driver was driving very reckless and unsafe. The driver was following behind another vehicle pushing the driver of this vehicle to drive over the speed limit. The bus driver then passed her and three other vehicles at a high rate of speed and continued to drive at the high rate of speed.
The Supervisor checked the hard drive to see if there was any evidence of reckless driving. The supervisor did not find any signs of unsafe or reckless driving.
4. Eldorado - A passenger called saying the driver has the radio on too loud. They have asked the driver to lower the radio, but doesn't lower it much.
The Supervisor talked with the driver and advised him to keep the radio at a level acceptable to the riders.
5. Questa – A NCRTD bus passed a vehicle going 65mph on a 50mph zone. There was an oncoming car that forced the bus to cut in front of him causing a rock to shatter his windshield.
The Supervisor viewed the hard drive for video confirmation and didn't find anything.

FY 16-17 Number of Complaints

	Total	Schedule Issues	Driver Performance	Against other Passengers	Miscellaneous*	Percent VS Ridership
July	5		4	1		0.02%
August	0					
Sept	0					
Oct	0					
Nov	0					
Dec	0					
January	0					
Feb	0					
March	0					
April	0					
May	0					
June	0					
Total	5	0	4	1	0	0.02%

Performance Measure – Customer Relations: Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

1.Taos/Santa Fe – Driver pulled into the NCRTD building, saw a man sitting at the bus shelter. The man asked the driver if he was headed to Taos, the driver replied "yes". The Driver came to the back of the NCRTD building, went into the building to get some water. He talked with a supervisor as to why he was calling out all the stops along Riverside. The Driver boarded the bus, did a head count of the number of passengers that were in the bus to ensure all passengers who boarded the bus were still on the bus and would not be left behind. As the driver was pulling away from the building he looked at the bus shelter to see if there were any riders there needing to go up to Taos, didn't see anyone so he proceeded on his route to Taos. When the driver was getting into Velarde, a Supervisor called him over the radio that he had left a rider. The driver then told the Supervisor that it couldn't be possible, everyone who got on the bus at Park N Ride were still on the bus. The Supervisor then instructed the driver to call him back immediately. Supervisor and Driver talked about the situation, and driver was told to proceed on his route. After leaving the Dixon stop the driver received another call from a supervisor stating that the driver had left 5 passengers in Espanola. The driver was very surprised to hear that he left 5 passengers, the cell phone service wasn't very good so the driver continued on his route to Taos. Once the driver reached Taos, he received a phone call from the supervisor asking him if he had not heard him to stand by in Dixon for the passengers that had been left behind. The driver then made a comment to the supervisor that he guessed he needed to look for another job, at this time the Operations Director commented that it wasn't a funny situation. The Supervisor asked the driver where he was headed, the driver replied that he was going to go fuel up and continue his route.

2. Taos/Santa Fe – A passenger with large containers wanted to board the bus. The driver had to explain to the passenger the NCRTD Policies, they are only allowed to bring on board luggage that can be accompanied by the passenger in their seat. The driver allowed the passenger this time only as he was not aware of the NCRTD policy.

3. Taos/Santa Fe – The driver pulled in to the Mike's Mini Mart stop @ 8:59am, he told passengers they had 5 minutes and the bus would pull out of there at 9:06am. As the driver pulled out of the stop he heard someone yelling at him to stop, by that time it was too late for the driver to stop and was in traffic. The driver stopped by the NCRTD office and dropped off the passenger's belongings and explained to the supervisors what had happened. Supervisor asked driver to write up the incident to have it available in case the passenger called in.

4. Taos Express – A man, woman and child boarded the Taos Express at the Arrow Motel stop. The driver requested $6.00 from them for the ride. The couple became very upset and began yelling and cussing at the driver that they never had to pay for their child to ride the bus. The couple only inserted $5.00 in fare box. The couple sat behind the driver saying cuss words, the driver asked them to stop, the couple continued to complain amongst themselves on the way to Santa Fe.

5. Taos/Santa Fe – The driver declined to drive a bus due to expired temporary license plate.

6. Taos/Santa Fe – A passenger in route to Taos asked the driver if that was the bus that would take her to Santa Fe. The driver told the passenger yes, but that she was on the wrong bus, he was heading to Taos. The driver called to base, notified them that he would be dropping off a passenger at Mike's Mini Mart in Velarde so she could catch the bus headed to Santa Fe. They would need to let the Santa Fe/Taos driver know she would be waiting there for the bus.

7. Taos/Santa Fe – A passenger boarded the bus at Park N Ride, this passenger seemed a little unstable, didn't have any shoes on. As the passenger got off at the Dixon stop, the driver noticed he was having a difficult time walking. The driver offered to use the lift to lower the passenger off of the bus. The driver noticed the passenger was in pain while getting on the lift with no shoes. The passenger walked to a truck that was waiting for him, and asked for assistance is closing the door, so our driver complied to helping the passenger.

8. Taos/Santa Fe- A rider who boarded the bus at the Park N Ride stop approached the driver at the Mike's Mini Mart stop stating that he failed to drop him off at his stop. The driver then told the passenger that he did not request where he wanted to be dropped off when he boarded the bus or on the way.

FY 16-17 Number of Customer Incidents

	Total	Driver-Non Rider	Rider-Rider	Driver-Rider	Rider	% of Ridership
July	8	2	3		3	0.04%
Aug	0					
Sept	0					
Oct	0					
Nov	0					
Dec	0					
Jan	0					
Feb	0					
March	0					
April	0					
May	0					
June	0					
Total	8	2	3	0	3	0.04%

PARATRANSIT
Performance Measures

for

Fiscal Year 2017

July 2016

DEMAND RESPONSE / PARATRANSIT
Performance Measures for
Fiscal Year 2017

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."
The report data collected is grouped into 3 areas: Demand Response Administrative, Paratransit Operations and Customer Relations:

1. **Demand Response Administrative:**
   - **A. Ridership, All Demand Response Routes**
   - **B. Ridership, Demand Response Paratransit**
   - **C. Demand Response Operational Cost**
   - **D. Cost Per Mile**
   - **E. Cost Per Trip**

2. **Paratransit Operations**
   - **A. Cancellations**
   - **B. Late Cancellations**
   - **C. No-Shows**
   - **D. On-Time Performance**
   - **E. Trip Length**

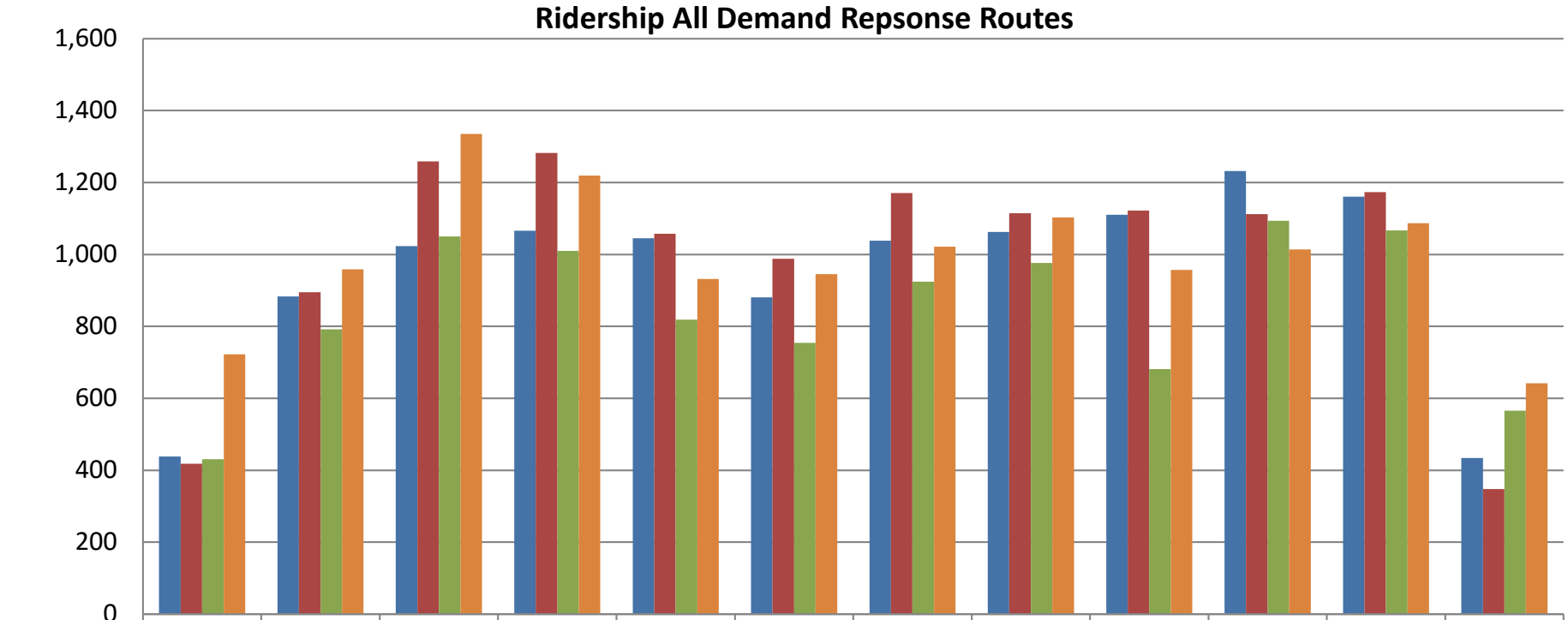
3. **Customer Relations:**
   - **A. Complaints**
   - **B. Incidents**

The closest peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable to cost per mile. Their percentage of Demand Response trips are 46% of their total ridership, higher than NCRTD's at 4.7%, showing a considerable spread on the cost per trip. The FTA benchmarking data used originates from the Rural Transit Fact Book 2014. The data is for 2012 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.

Performance Measure - Administrative:

Ridership Tracking of All Demand Response Routes

This measurement tracks the number of rides (trips) taken each month on all the demand response routes within the district. This graph shows the NCRTD demand response ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand.

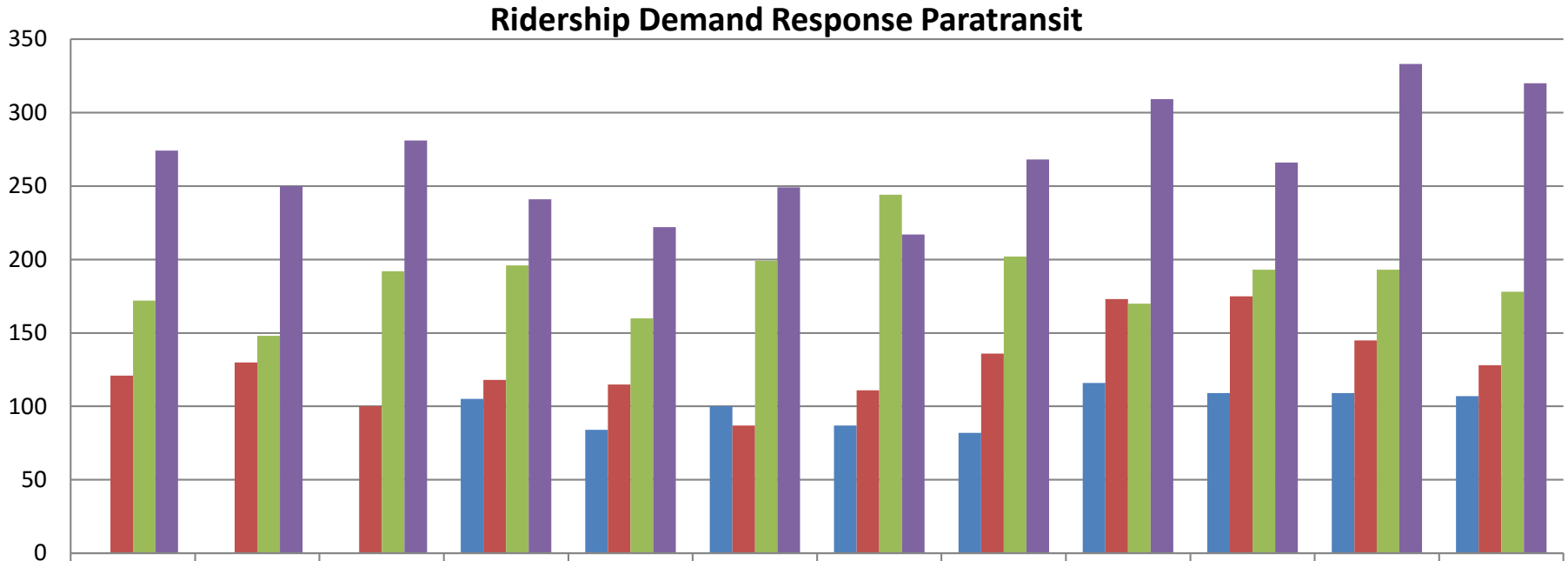


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	438	883	1,023	1,066	1,045	881	1,038	1,063	1,110	1,232	1,161	434
FY 13-14	418	895	1,259	1,282	1,058	988	1,171	1,115	1,122	1,112	1,173	348
FY 14-15	431	792	1,050	1,010	819	754	924	976	681	1,094	1,067	566
FY 15-16	722	959	1,335	1,219	932	945	1,022	1,103	957	1,014	1,087	642
FY 16-17	613											

FY12/13 = 11,374 FY13/14 = 11,941 FY14/15 = 10,164 FY15/16 = 11,937 FY16/17 = 613

Ridership Tracking of Demand Response / ADA Paratransit Trips

This ridership data represents the number of ADA paratransit trips that occurred each month within the demand response routes. This also includes any ADA eligible trips that occurred on the fixed/flex routes. Please note that this an incomplete chart at this time will be updated as ADA Paratransit ridership can be mined from the historical data.



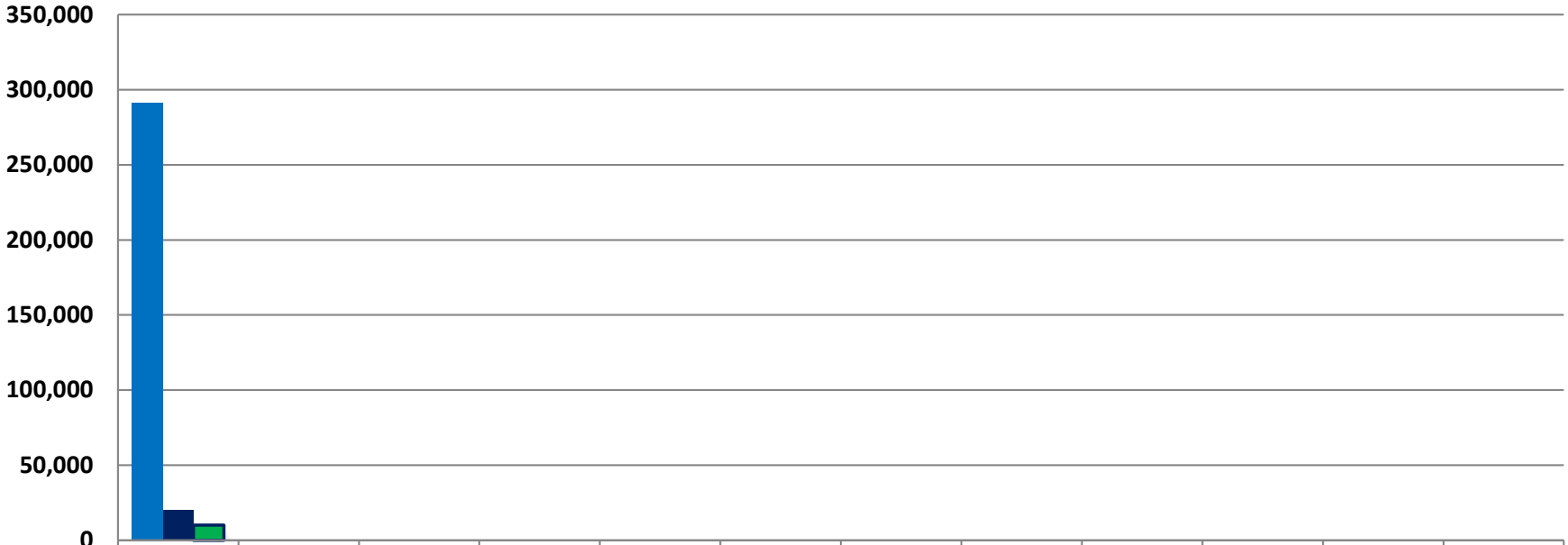
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	0	0	0	105	84	100	87	82	116	109	109	107
FY 13-14	121	130	100	118	115	87	111	136	173	175	145	128
FY 14-15	172	148	192	196	160	199	244	202	170	193	193	178
FY 15-16	274	250	281	241	222	249	217	268	309	266	333	320
FY 16-17	307											

FY 12/13 = 899 FY13/14 = 1,539 FY 14/15 = 2,247 FY 15/16 = 3,230 FY 16/17 = 307

Monthly Demand Response & ADA Paratransit Operational Costs

The NCRTD's Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the operational costs to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. The operating budget for demand response is 6.97% of the overall operating budget. Each month's operating expenditures are calculated at 6.97% to acquire a crude demand response share. That share is then calculated to a percentage of the actual ADA trips for the month to determine a cost for paratransit. This number will be used to calculate cost per mile and cost per trip.

Monthly Demand Response & ADA Paratransit Operational Cost FY 16-17

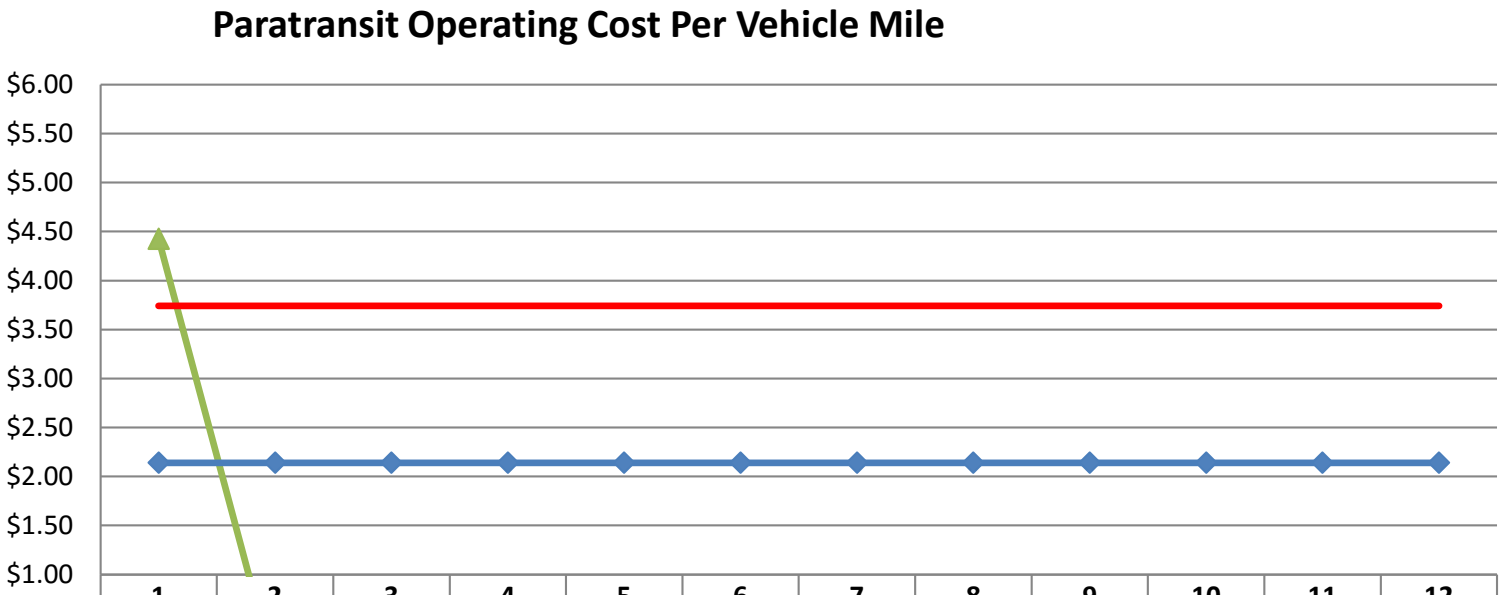


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Total Operations	$291,021											
Demand Ops	$20,285											
Paratransit Cost	$10,143											

YEAR TO DATE: FY 16-17= **$10,143**

Paratransit Operational Cost per Vehicle Mile

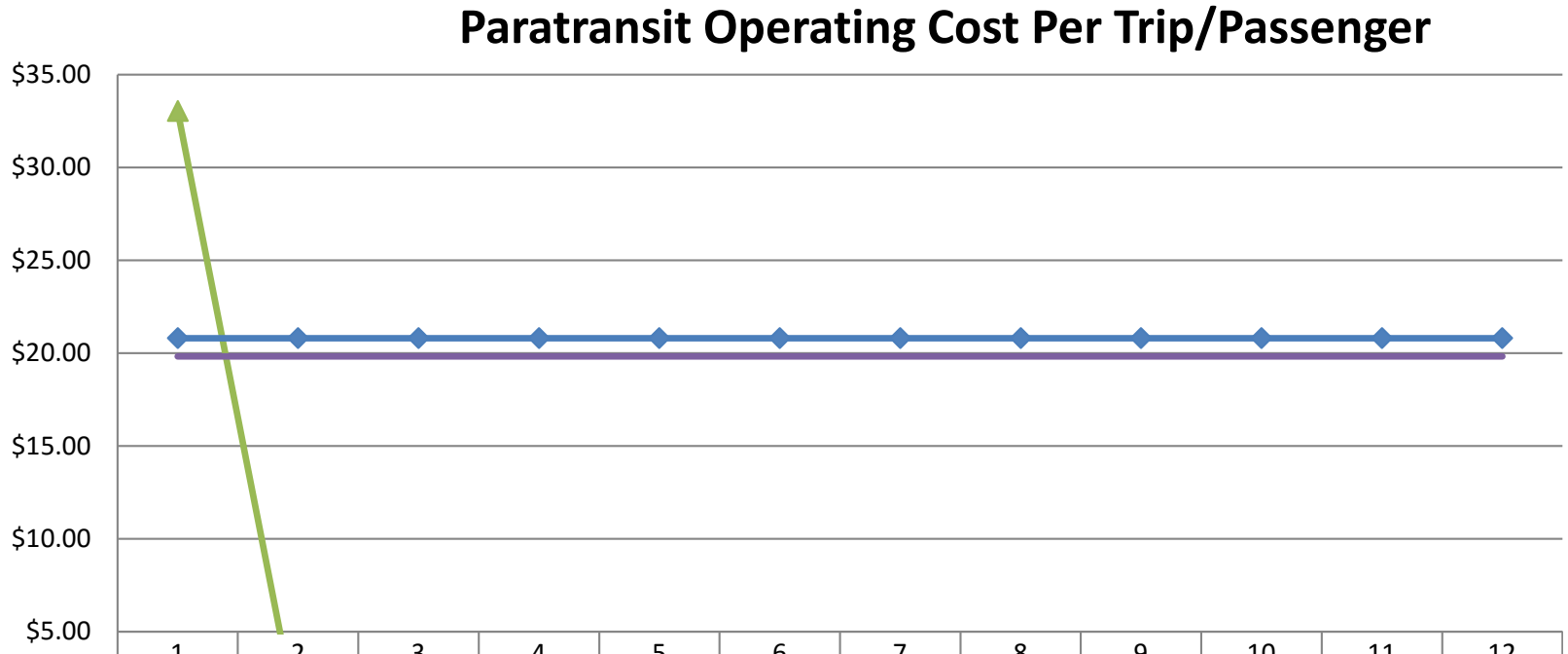
The Paratransit Cost per vehicle mile is the total operating costs per month in relation to the percentage of ADA vehicle miles per month traveled . The mileage data is logged daily for each route and compiled into a monthly report. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's demand response paratransit route operations. This measurement is a beneficial tool for the planning and operation's departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 and 5310 funding. The peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable. Data from the 2014 Rural Transit Data Fact Book with data from 2012, specifically FTA's District 6 (our district) annual cost per trip is included as a benchmark.



	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Mile	$4.43	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sandoval/Valencia County	$3.74	$3.74	$3.74	$3.74	$3.74	$3.74	$3.74	$3.74	$3.74	$3.74	$3.74	$3.74
Region 6 Total Cost Per Mile	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14

Paratransit Operating Cost per Trip

The paratransit cost per trip is computed on a monthly basis by dividing the paratransit monthly operating costs from the paratransit cost (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 and 5310 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes.. The peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable . Data from the 2014 Rural Transit Data Fact Book with data from 2012, specifically FTA's District 6 (our district) annual cost per trip is included as a benchmark.



	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Trip	$33.04	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sandoval/Valencia County	$19.82	$19.82	$19.82	$19.82	$19.82	$19.82	$19.82	$19.82	$19.82	$19.82	$19.82	$19.82
Region 6 Total Cost Per Trip	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80

Performance Measure – Paratransit Operations:

Cancellations, Late Cancellations and No-Shows

Cancellations, Late Cancellations and No-shows by the paratransit rider are tracked as a performance measure. A late cancellation (cancelled within 2 hours of the scheduled trip) is counted as a No-Show. When a rider has accumulated 3 No-Shows in a 30 day period, he/she may be subject to a 30 day suspension of service.

Cancellations = 25 **Late Cancellations = 14** **No-shows = 4**

On Time Performance and Trip Length tracked for scheduling and driver performance. On-Time performance is considered on-time from 10 minutes before to 20 minutes after the scheduled pickup time for the scheduled ride. This is reflected in the percentages of total trips that were early, late and on time. The performance goal for this measure is to attain 90% On-time.

Early = 29.62% **On Time = 69.27%** **Late = 1.11%**

Trip length is measured to determine the average trip length riders are on the bus during their trip as the rides are shared with other rider's pick up and drop offs. This is considered acceptable when ride time is not longer than twice the time it would take to make the ride on a fixed route bus. The average trip time on comparable fixed routes is 15 minutes.

Average Trip Length Per Client = 17.08 Minutes, 6.3 Miles On Board

Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

Demand Response - Dispatch received a call that one of our buses was driving fast, going about 60mph down a County Road.
The Supervisor checked the camera, and the driver at no time exceeded 47mph on the route and time specified per VMWare replay.

FY 16-17 Number of Complaints

	Total	Scheduling Issues	Driver Performance	CSR/Dispatch	Miscellaneous*	Percent VS Ridership
July	0		1			0.33%
August	0					
Sept	0					
Oct	0					
Nov	0					
Dec	0					
January	0					
Feb	0					
March	0					
April	0					
May	0					
June	0					
Total	1	0	1	0	0	0.33%

Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

1. Demand Response – Dispatch received a phone call from a passenger wondering where the bus was and when would they arrive to pick her up. Dispatch advised her that there was not a ride scheduled for her due to her calling in to schedule the service at 3:22pm, past the cut-off time of 3:00pm. The passenger began yelling and cussing at the dispatcher stating she was recording their conversation. The dispatcher told the passenger that she did not appreciate her language, the caller hung up.
2. Demand Response – While in route of transporting two demand response passengers, one began asking the other passenger a lot of questions. The other passenger became upset and asked why she was being questioned so much.
3. Demand Response – While undoing a wheelchair strap for a passenger that was being transported from his residence to the hospital the passenger began to urinate on himself, the bus and on the driver's hand. The passenger was very embarrassed about the situation and explained to the driver that he is unaware, that he doesn't have any control of his bladder. The driver explained he understood. After dropping of the passenger the driver headed to the NCRTD building to wash the bus.

FY 16-17 Number of Customer Incidents

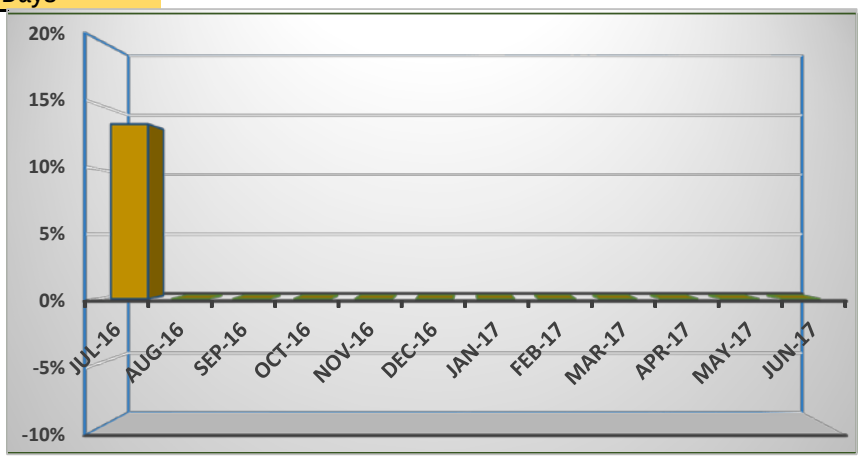
	Total	Driver-Non Rider	Rider-Rider	Driver-Rider	Rider	% of Ridership
July	3		1		2	0.98%
Aug	0					
Sept	0					
Oct	0					
Nov	0					
Dec	0					
Jan	0					
Feb	0					
March	0					
April	0					
May	0					
June	0					
Total	3	0	1	0	2	0.98%

NCRTD Monthly Ridership Summary

July 1, 2016 through July 31, 2016

Calendar Operating Days

	This Year
Jul-16	20
Aug-16	
Sep-16	
Oct-16	
Nov-16	
Dec-16	
Jan-17	
Feb-17	
Mar-17	
Apr-17	
May-17	
Jun-17	



Monthly System Totals

	This Year	Last Year	%Change
NCRTD Operated	21,241	19,899	6.74%
NCRTD Funded	19,691	26,067	-24.46%
All Systems Funded Total	40,932	45,966	-10.95%

Year to Date Totals

	This Year	Last Year	Difference	%Change
NCRTD Operated	21,241	19,899	1,342	6.74%
NCRTD Funded	19,691	26,067	-6,376	-24.46%
All Systems Funded Total	40,932	45,966	-5,034	13.50%

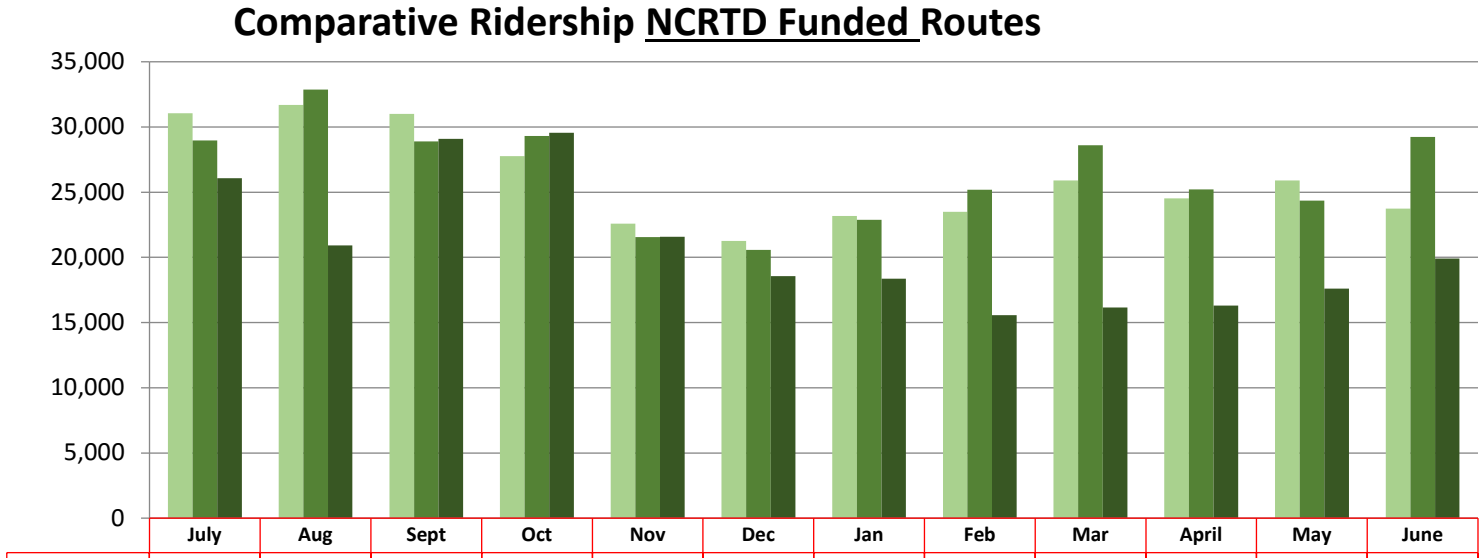
System Daily Averages

	This Year	Last Year	% Change
NCRTD Operated	1062	995	6.73%
NCRTD Funded	985	1,303	-24.41%
Systems Total	2047	2298	-10.92%

Total Ridership YTD % Change

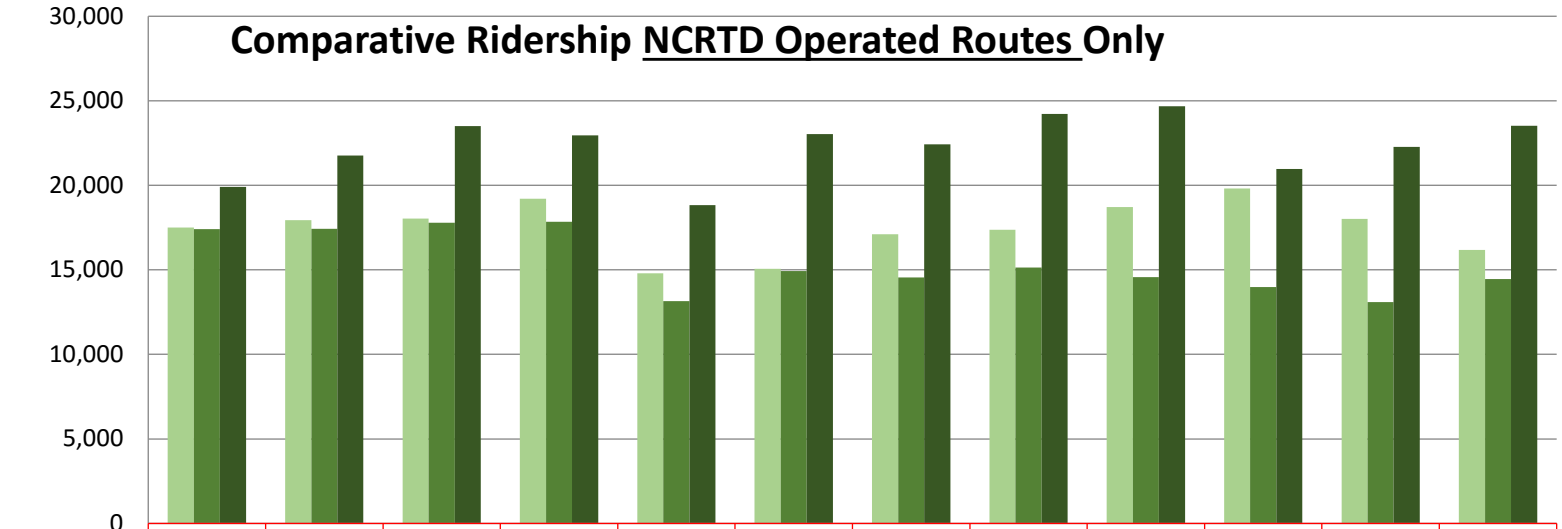
Jul-16	13.50%
Aug-16	
Sep-16	
Oct-16	
Nov-16	
Dec-16	
Jan-17	
Feb-17	
Mar-17	
Apr-17	
May-17	
Jun-17	

Jul-2016
Ridership Report



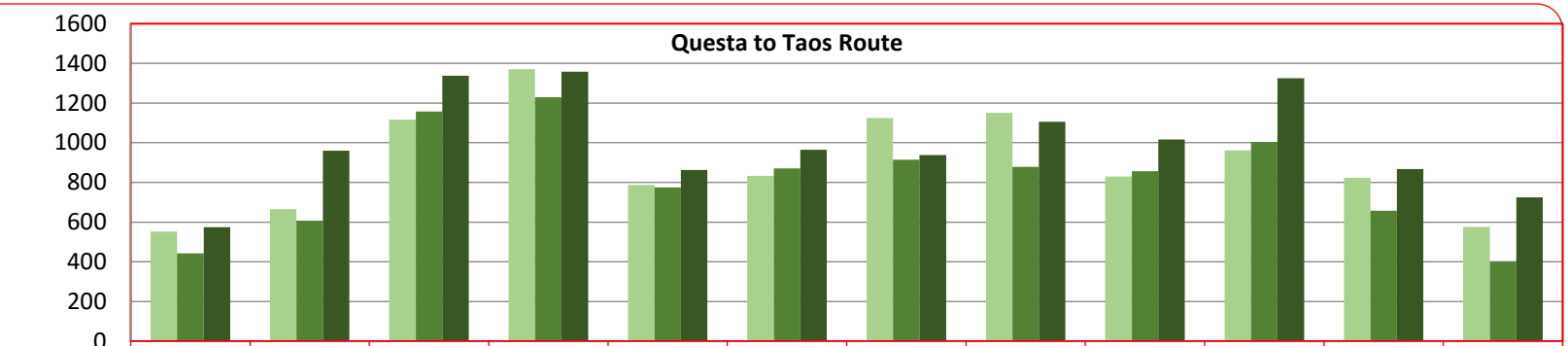
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY13-14	31,048	31,690	31,001	27,771	22,577	21,251	23,169	23,491	25,908	24,531	25,909	23,747
FY14-15	28,959	32,876	28,899	29,309	21,547	20,576	22,877	25,186	28,586	25,212	24,360	29,229
FY15-16	26,067	20,914	29,077	29,566	21,569	18,551	18,369	15,566	16,155	16,292	17,609	19,906
FY16-17	19,691											

FY12-13= 269,146 / FY13-14= 312,093 / FY14-15= 317,616 / FY15/16= 249,641 / FY16/17= 19,691



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY13-14	17,504	17,934	18,033	19,205	14,792	15,069	17,102	17,380	18,719	19,804	18,021	16,187
FY14-15	17,415	17,419	17,781	17,843	13,155	14,933	14,545	15,134	14,578	13,983	13,087	14,447
FY15-16	19,899	21,768	23,498	22,962	18,824	23,033	22,425	24,214	24,675	20,963	22,273	23,516
FY16-17	21,241											

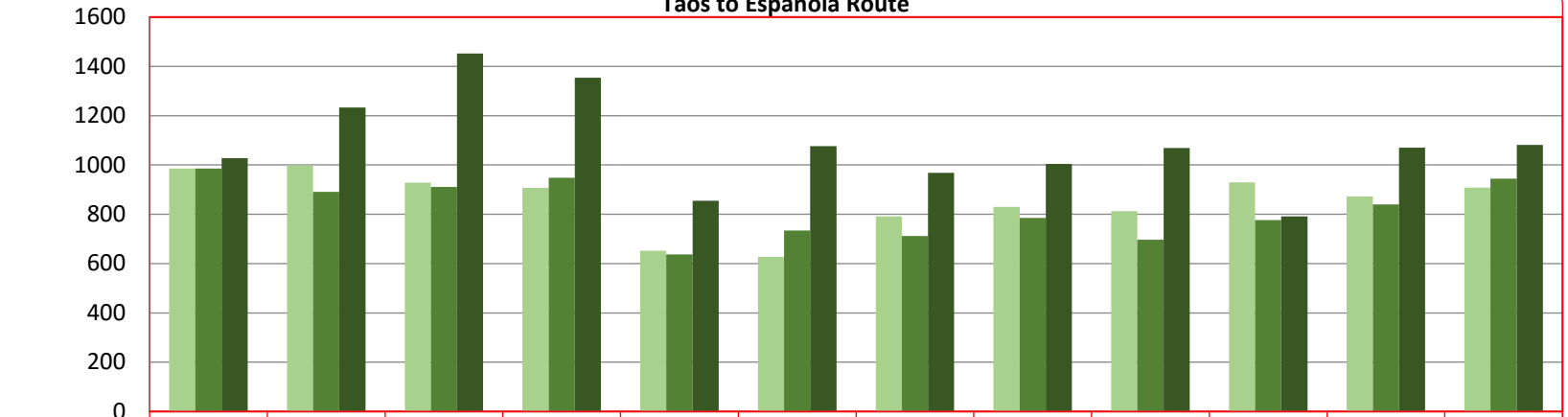
FY12-13= 193,027 / FY13-14= 209,750 / FY14/15= 184,320 / FY15/16= 268,050 / FY16/17= 21,236



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY13/14	552	665	1116	1371	787	833	1125	1151	830	962	824	576
FY14/15	443	608	1158	1230	775	870	915	878	856	1004	657	400
FY15-16	574	960	1338	1358	863	965	938	1106	1016	1325	867	725
FY16-17	509											

FY12-13= 12,913 / FY13-14= 10,792 / FY14/15= 9,794 / FY15/16= 12,035 / FY16/17= 509

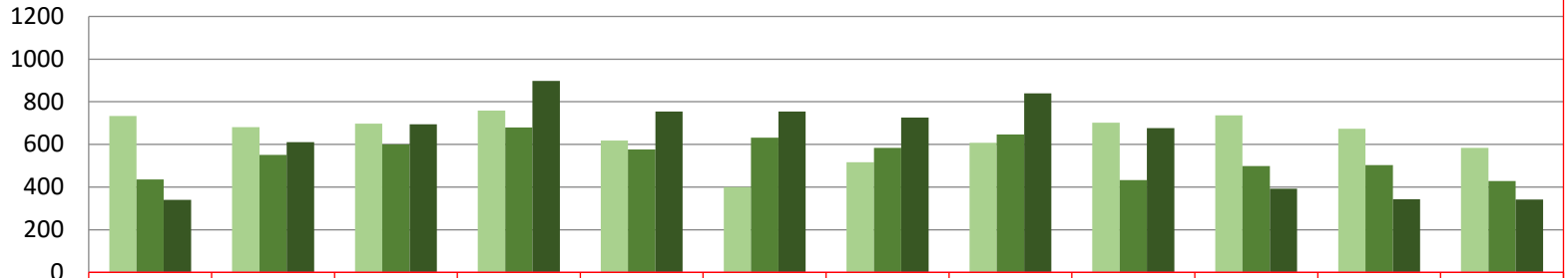
Taos to Espanola Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	985	998	928	907	652	627	792	830	813	930	872	909
FY14-15	986	891	911	948	637	734	712	785	697	776	840	945
FY15-16	1028	1233	1452	1354	855	1077	968	1004	1069	792	1070	1081
FY16-17	980											

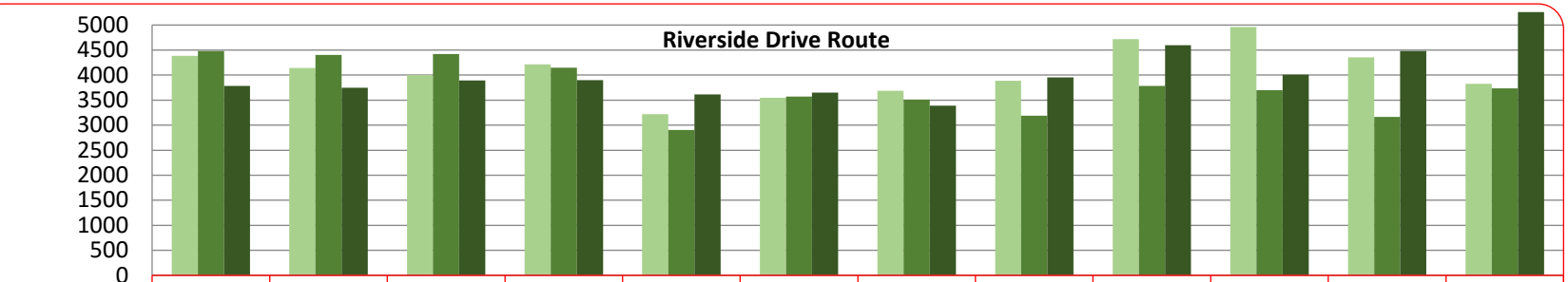
FY12-13= 10,500 / FY13-14= 10,243 / FY14/15= 9,862 / FY15/16= 12,983 / FY16/17= 980

Penasco to Taos Route



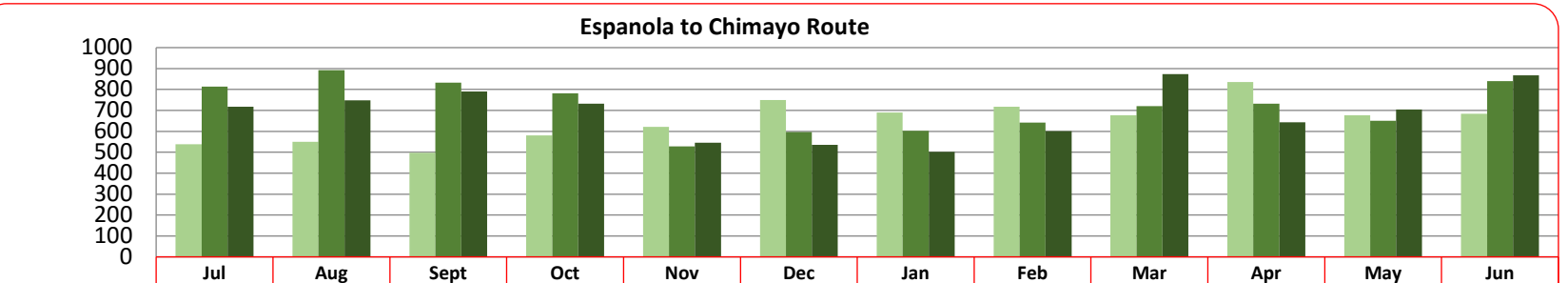
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	733	681	697	759	618	400	516	608	702	736	674	583
FY14-15	436	551	600	680	576	632	583	647	432	499	503	428
FY15-16	340	611	695	898	754	754	725	839	676	392	343	341
FY16-17	349											

FY12-13= 9,189 / FY13-14= 7,707 / FY14/15= 6,567 / FY15/16= 7,368 / FY16/17= 349



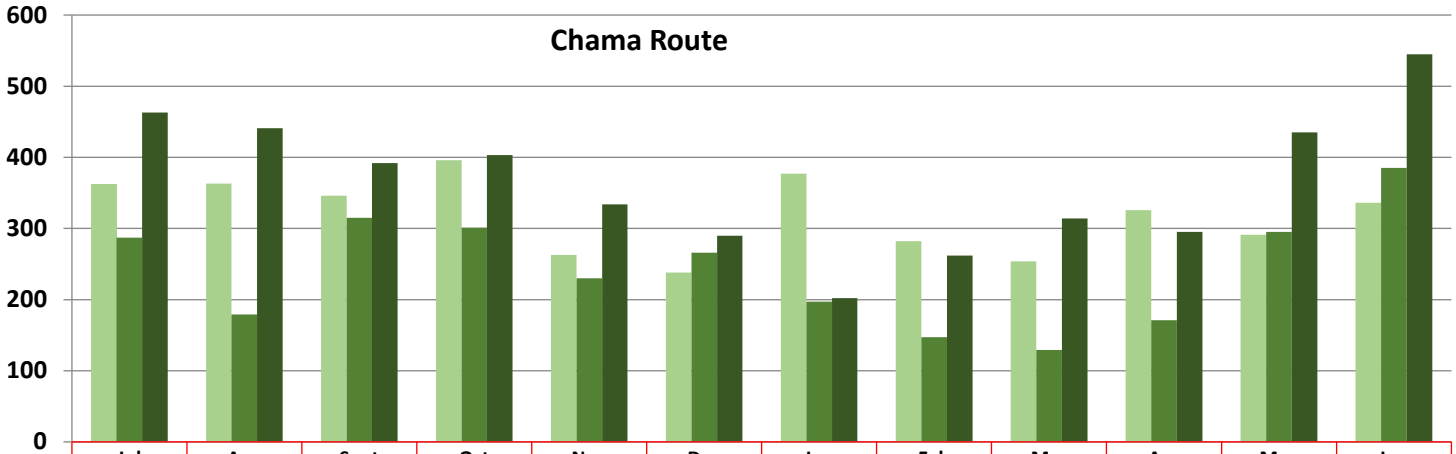
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	4382	4145	4001	4213	3220	3548	3687	3890	4716	4962	4354	3825
FY14-15	4479	4405	4422	4146	2902	3572	3509	3190	3783	3700	3164	3735
FY15-16	3785	3748	3891	3902	3613	3649	3392	3957	4596	4008	4479	5259
FY16-17	4511											

FY12-13= 41,470 / FY13-14= 48,943 / FY14/15= 45,007 / FY15/16= 48,279 / FY16/17= 4,511



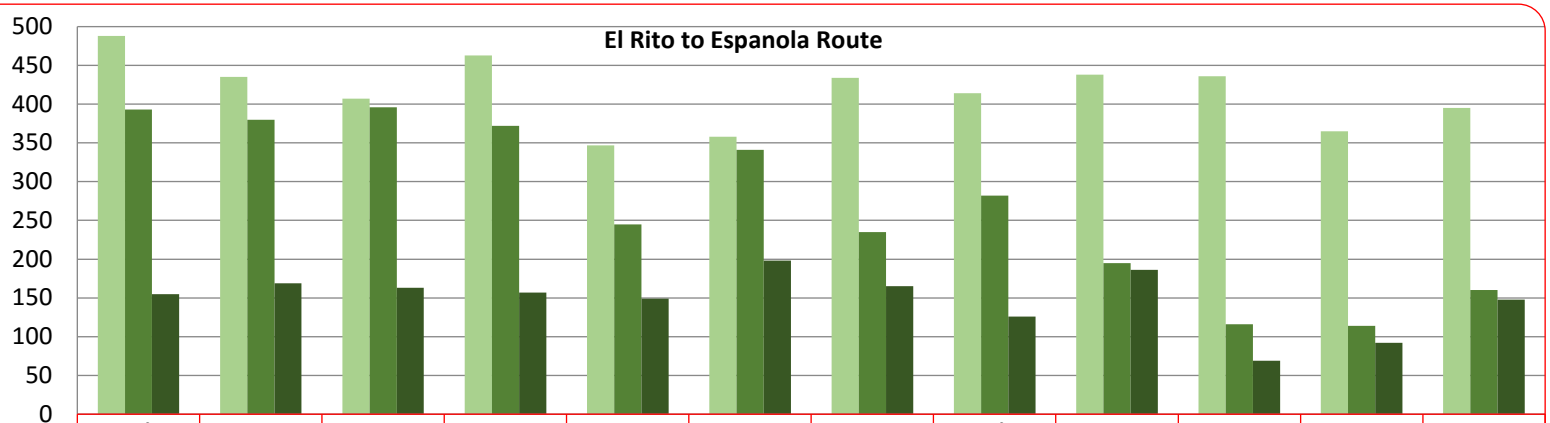
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	538	550	498	580	622	750	690	718	677	835	676	684
FY14-15	814	892	833	782	528	596	603	642	720	732	651	840
FY15-16	717	748	790	732	546	535	502	601	874	643	705	868
FY16-17	863											

FY12-13= 6,645 / FY13-14= 7,818 / FY14/15= 8,633 / FY15/16= 8,261 / FY16/17= 863



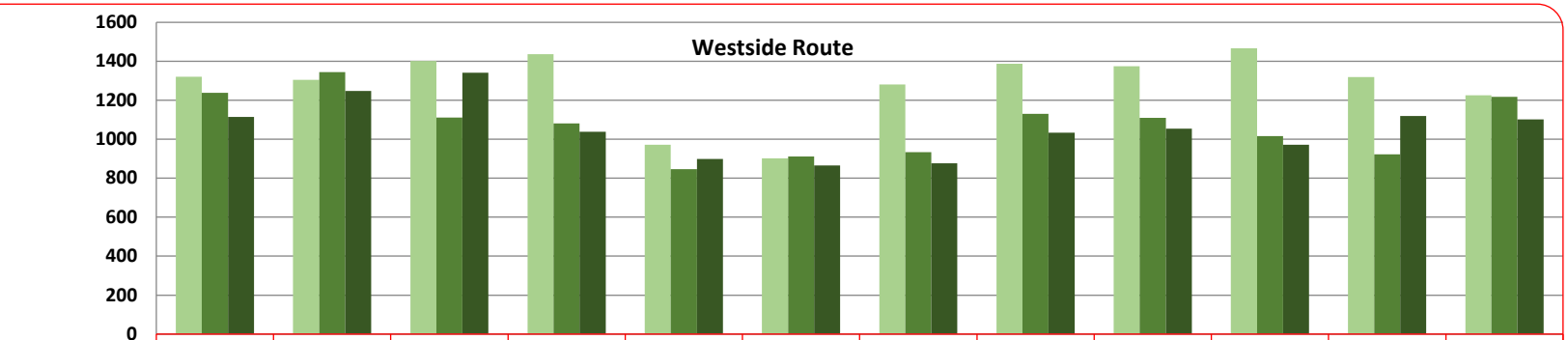
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	362	363	346	396	263	238	377	282	254	326	291	336
FY-14/15	287	179	315	301	230	266	197	147	129	171	295	385
FY-15/16	463	441	392	403	334	290	202	262	314	295	435	545
FY16-17	453											

FY12-13= 3,292 / FY13-14= 3,834 / FY14/15= 2,902 / FY15/16= 4,376 / FY16/17= 453



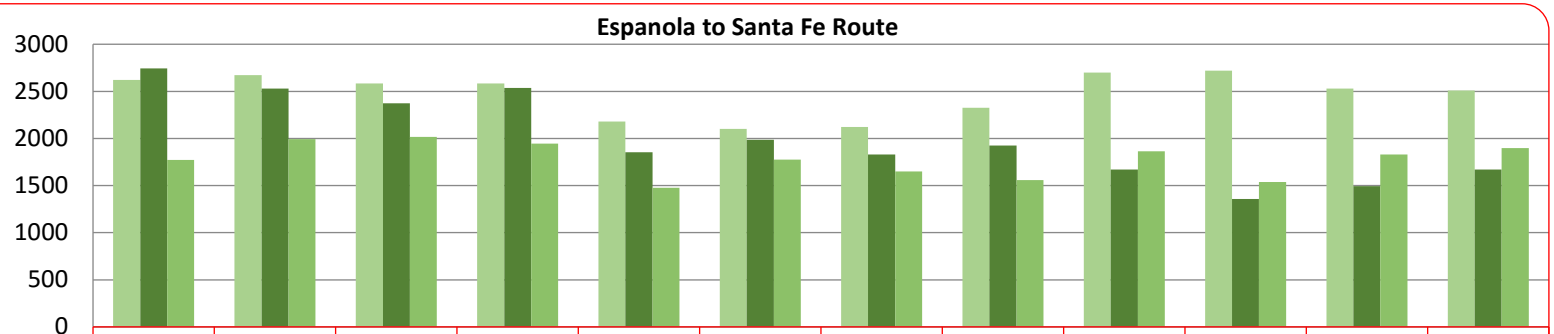
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	488	435	407	463	347	358	434	414	438	436	365	395
FY14/15	393	380	396	372	245	341	235	282	195	116	114	160
FY15-16	155	169	163	157	149	198	165	126	186	69	92	148
FY16-17	91											

FY12-13= 4,876 / FY13-14= 4,980 / FY14/15= 3,229 / FY15/16= 1,777 / FY16/17= 91



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	1321	1305	1402	1437	972	902	1281	1388	1374	1467	1319	1225
FY14/15	1239	1345	1111	1082	846	912	933	1130	1110	1016	923	1217
FY15-16	1114	1248	1341	1038	899	866	876	1033	1055	972	1120	1102
FY16-17	1089											

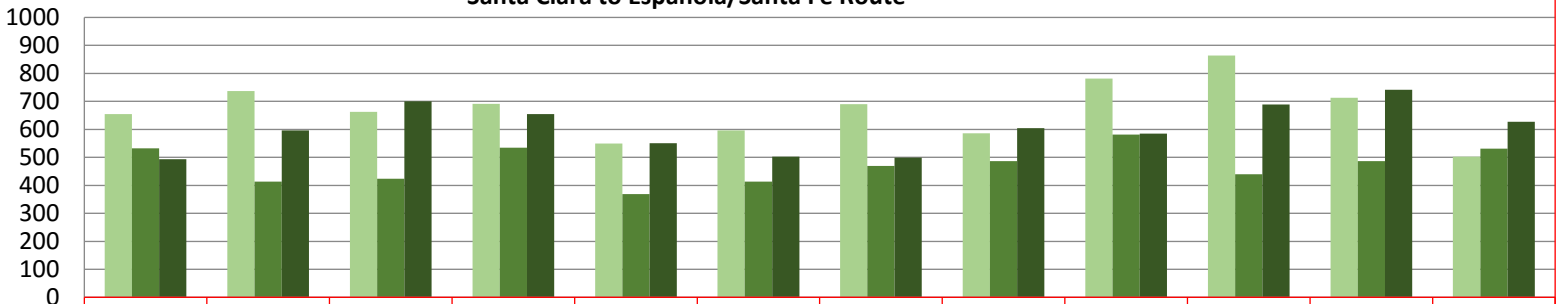
FY12-13= 13,359 / FY13-14= 15,393 / FY14-15= 12,864 / FY15-16= 12,664 / FY16/17= 1,089



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 13/14	2620	2671	2583	2583	2179	2102	2123	2325	2700	2718	2531	2508
FY14/15	2744	2529	2374	2536	1855	1987	1831	1925	1670	1357	1494	1670
FY15-16	1771	1993	2016	1945	1475	1777	1651	1557	1863	1537	1831	1897
FY16-17	1926											

FY12-13= 25,286 / FY13-14= 29,643 / FY14-15= 23,972 / FY15-16= 21,313 / FY16/17= 1,926

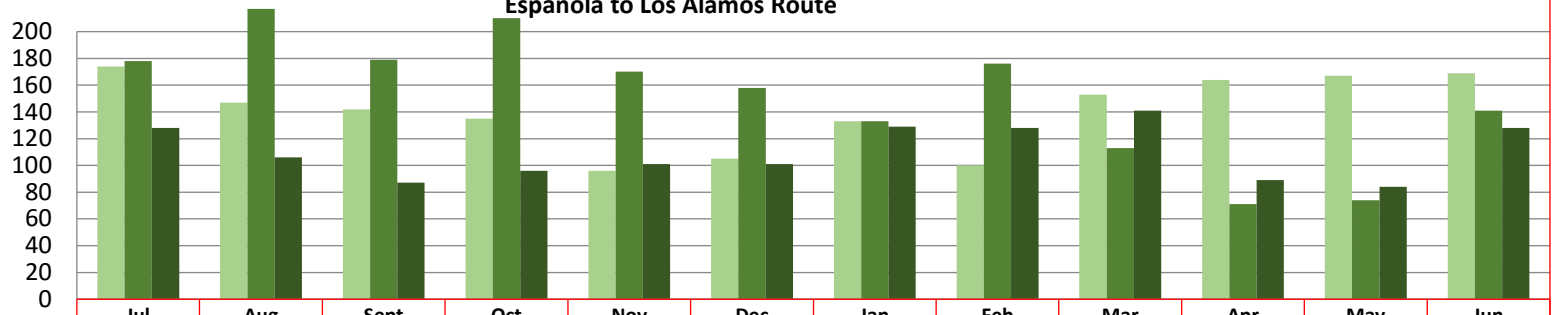
Santa Clara to Espanola/Santa Fe Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	655	737	663	691	549	596	690	586	781	864	713	502
FY14/15	532	413	424	534	369	413	469	487	581	440	487	531
FY15-16	493	596	700	655	550	502	499	604	585	689	742	627
FY16-17	428											

FY12-13 =7,225 /FY13-14= 8,027 / FY14-15= 5,680 / FY15-16= 7,242 / FY16/17= 428

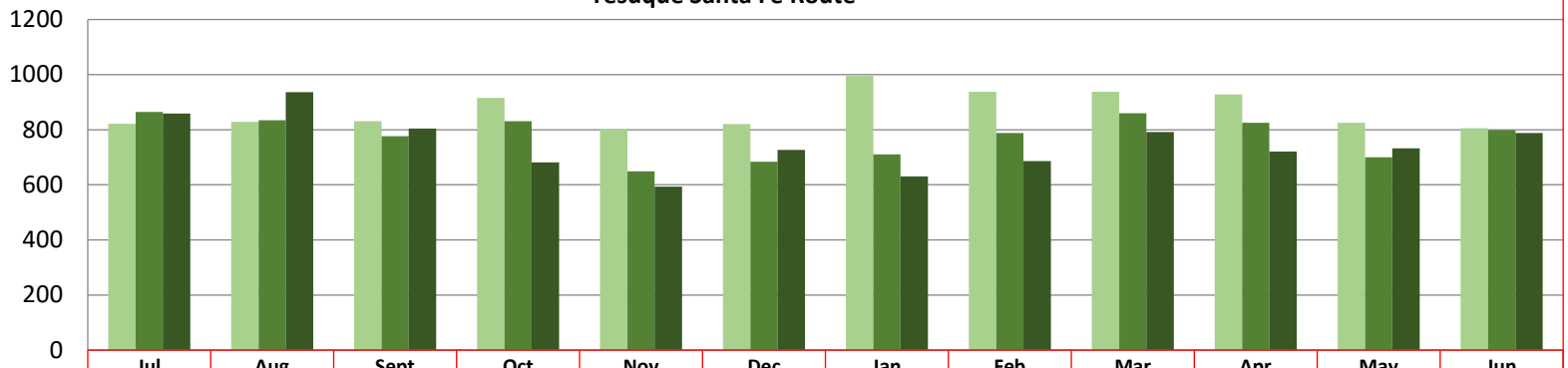
Espanola to Los Alamos Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	174	147	142	135	96	105	133	100	153	164	167	169
FY-14/15	178	217	179	210	170	158	133	176	113	71	74	141
FY-15/16	128	106	87	96	101	101	129	128	141	89	84	128
FY16-17	113											

FY12-13 = 1,461 / FY13-14= 1,685 / FY14-15= 1,820 / FY15-16= 1,318 / FY16/17= 113

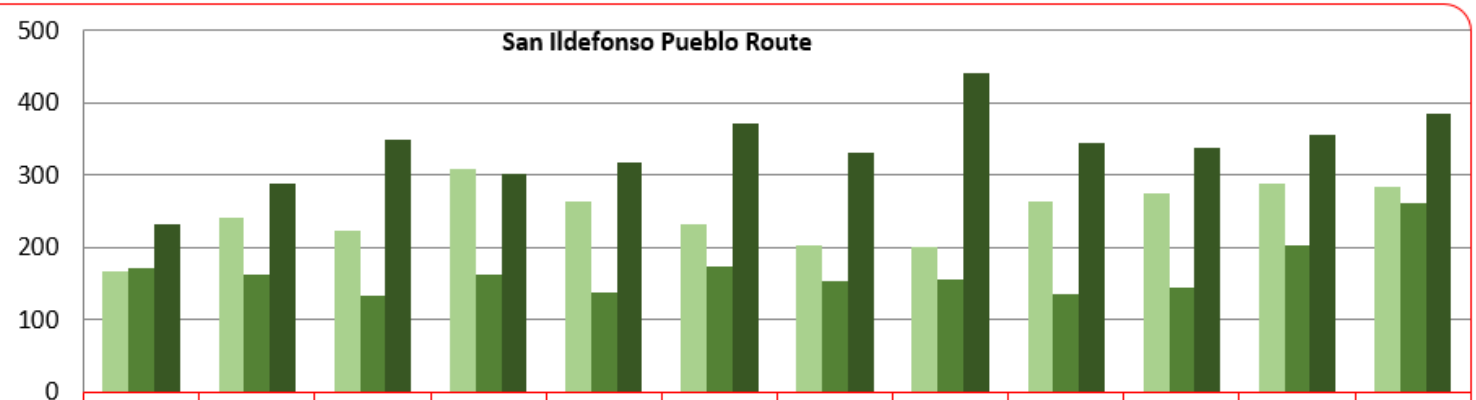
Tesuque Santa Fe Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	822	829	831	916	802	820	995	937	938	928	825	805
FY14/15	865	834	777	831	649	684	711	788	860	825	700	798
FY15-16	859	936	804	682	593	727	630	686	791	721	733	788
FY16-17	609											

FY12-13 = 7,524 / FY13-14= 10,448 / FY14-15= 9,322 FY15-16= 8,950 / FY16/17= 609

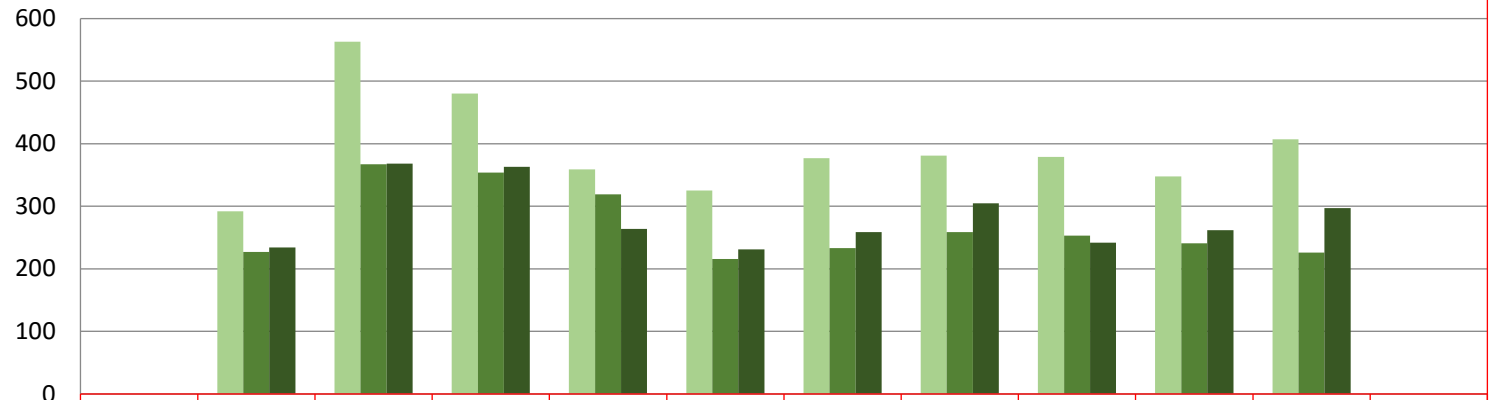
San Ildefonso Pueblo Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	167	241	223	308	264	233	202	201	263	276	289	284
FY14/15	171	163	133	163	139	173	153	156	136	145	204	261
FY15-16	233	289	349	301	317	372	332	441	345	339	357	385
FY16-17	448											

FY12-13= 3,347/ FY13-14= 2,951 / FY14-15= 1,997 / FY15-16= 4,060 / FY16/17= 448

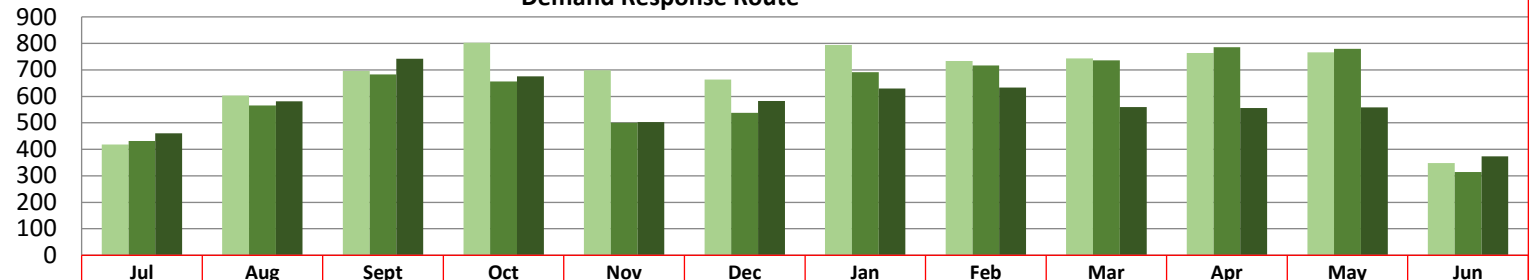
Demand Response Pojoaque Students



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	0	292	563	480	359	325	377	381	379	348	407	0
FY14/15	0	227	367	354	319	216	233	259	253	241	226	0
FY15-16	0	234	368	363	264	231	259	305	242	262	297	0
FY16-17	0											

FY12-13= 3,515 / FY13-14 = 3,911 / FY14-15= 2,695 / FY15-16= 2,825 / FY16/17= 0

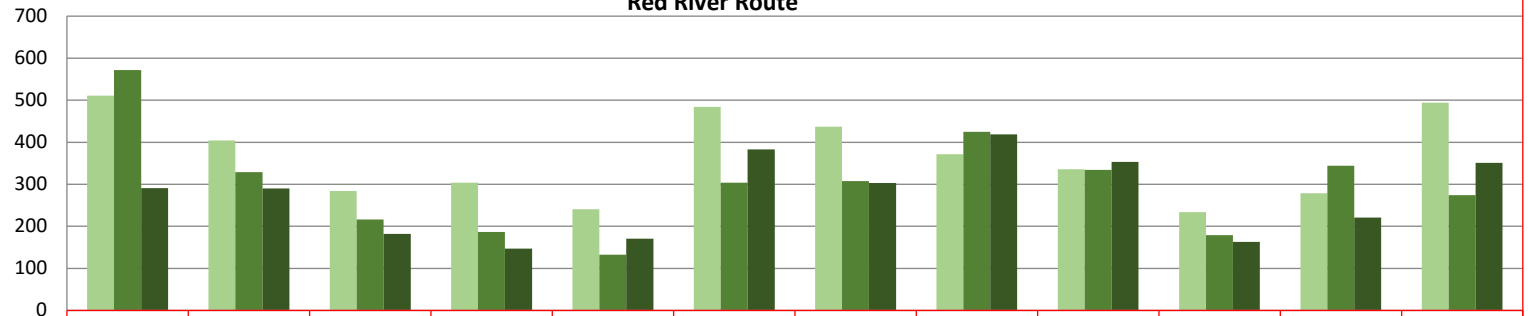
Demand Response Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	418	603	696	802	699	663	794	734	743	764	766	348
FY14/15	431	565	683	656	500	538	691	717	736	786	780	314
FY15-16	461	581	742	675	503	583	630	633	560	556	558	373
FY16-17	369											

FY12-13= 7,859 / FY13-14= 8,030 / FY14-15= 7,397 / FY15-16= 6,855 / FY16/17= 369

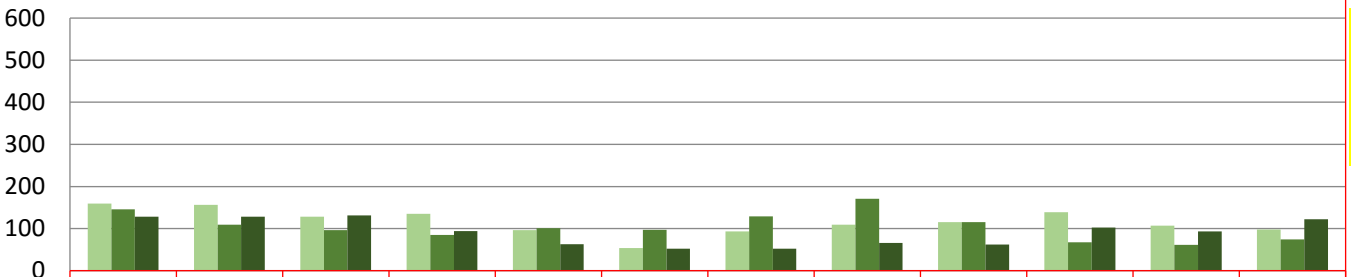
Red River Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	511	404	284	304	241	484	437	372	336	234	279	494
FY14/15	572	329	216	187	133	304	308	425	334	179	344	274
FY15-16	291	290	182	147	171	383	303	419	353	163	221	351
FY16-17	299											

FY12-13= 5,319 / FY13-14= 4,380 / FY14-15= 3,605 / FY15-16= 3,274 / FY16/17= 299

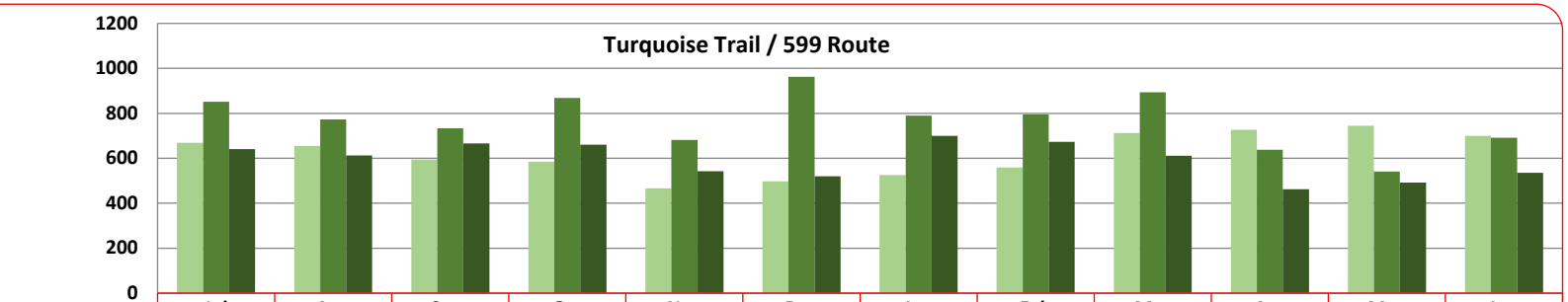
Pojoaque/Nambe Dial-A-Ride Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	159	156	128	135	96	54	93	109	115	139	107	98
FY14/15	146	109	96	85	101	97	129	171	115	67	61	74
FY15-16	128	128	131	94	63	52	52	66	62	102	93	122
FY16-17	97											

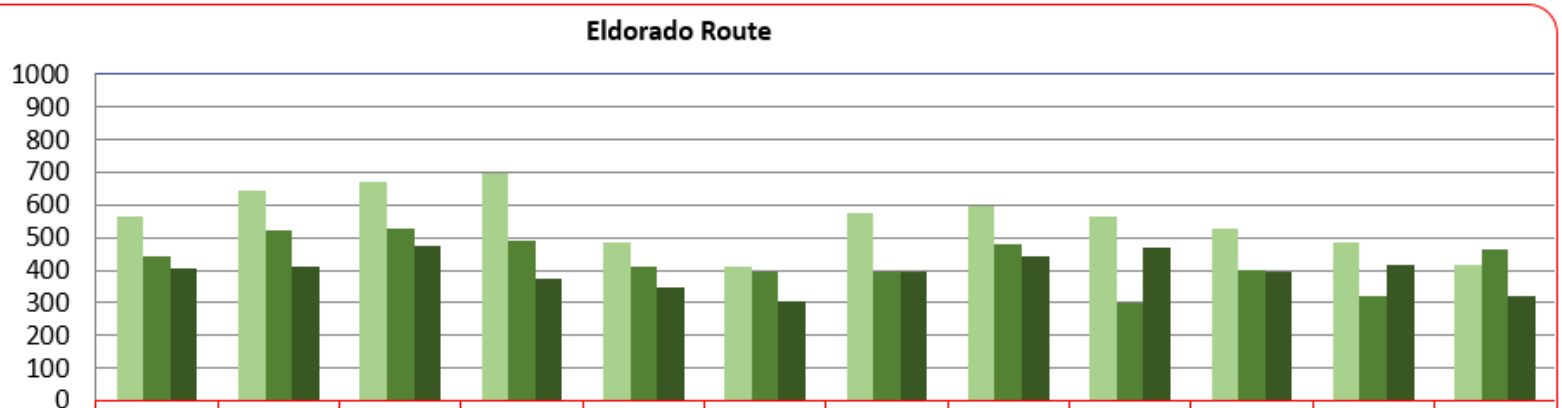
FY12-13= 2,035 / FY13-14= 1,389 / FY 14-15= 1,251 / FY15-16= 1,093 / FY16/17= 97

Pojoaque Route has been changed to Pojoaque Dial A Ride effective 03/16/2015.



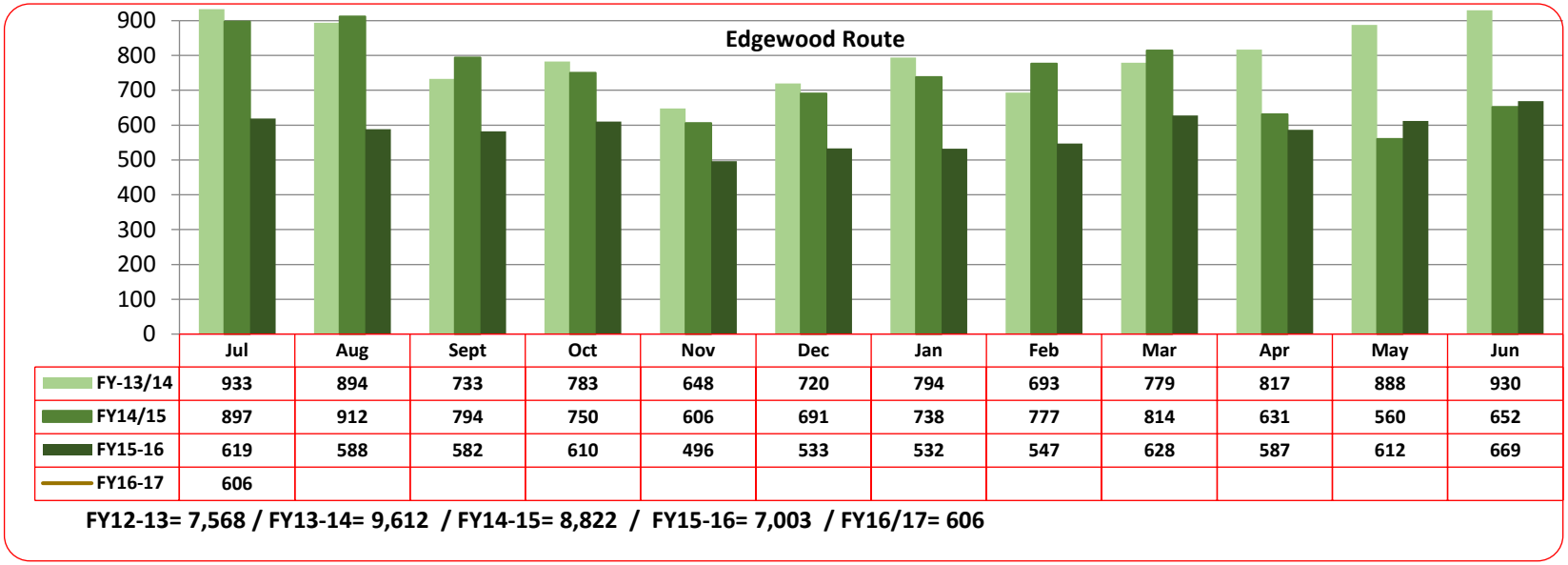
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	669	655	594	585	467	498	526	559	713	727	745	700
FY14/15	852	773	733	869	682	962	789	795	894	638	541	692
FY15-16	641	613	666	660	542	520	700	673	611	462	492	536
FY16-17	469											

FY12-13= 5,899 / FY13-14= 7,438 / FY14-15= 9,220 / FY15-16= 7,116 / FY16/17= 469



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	564	642	670	697	485	409	576	598	565	528	484	418
FY14/15	441	524	527	492	410	397	393	482	300	401	322	465
FY15-16	408	412	477	376	348	307	393	443	468	394	415	319
FY16-17	331											

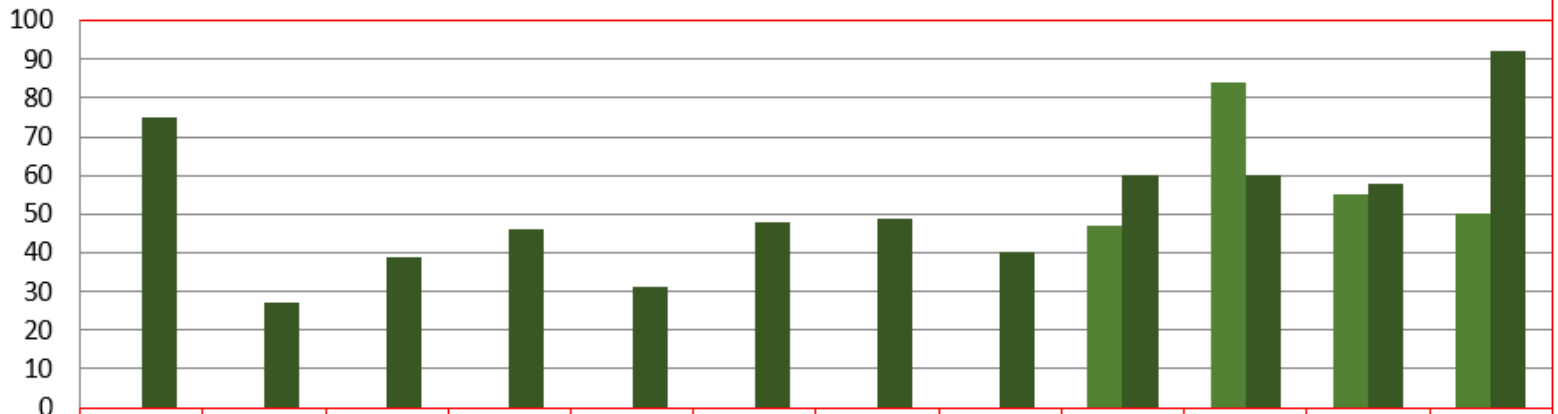
FY12-13= 7,045 / FY13-14= 6,636 / FY14-15= 5,154 / FY15-16= 4,760 / FY16/17= 331



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	933	894	733	783	648	720	794	693	779	817	888	930
FY14/15	897	912	794	750	606	691	738	777	814	631	560	652
FY15-16	619	588	582	610	496	533	532	547	628	587	612	669
FY16-17	606											

FY12-13= 7,568 / FY13-14= 9,612 / FY14-15= 8,822 / FY15-16= 7,003 / FY16/17= 606

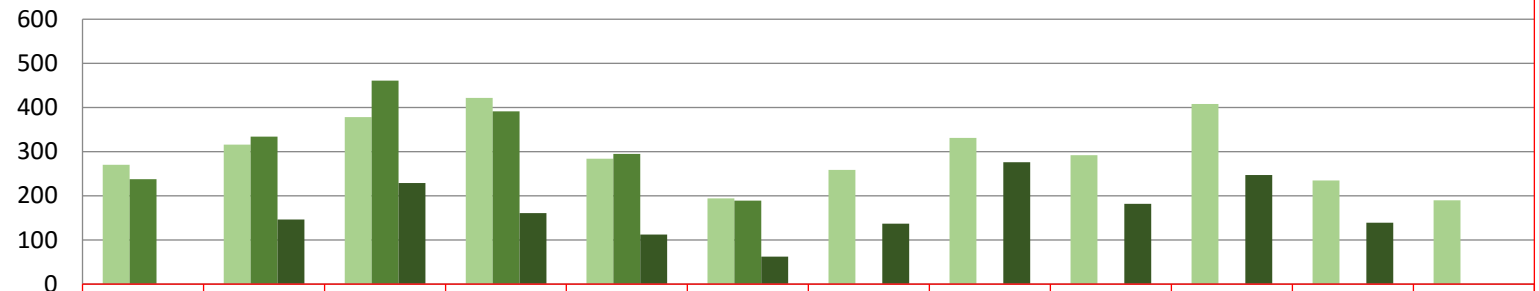
Tres Piedras - Services began on March 18, 2015



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY14-15	0	0	0	0	0	0	0	0	47	84	55	50
FY15-16	75	27	39	46	31	48	49	40	60	60	58	92
FY16-17	61											

FY14/15= 236 FY15/16= 625 / FY16/17= 61

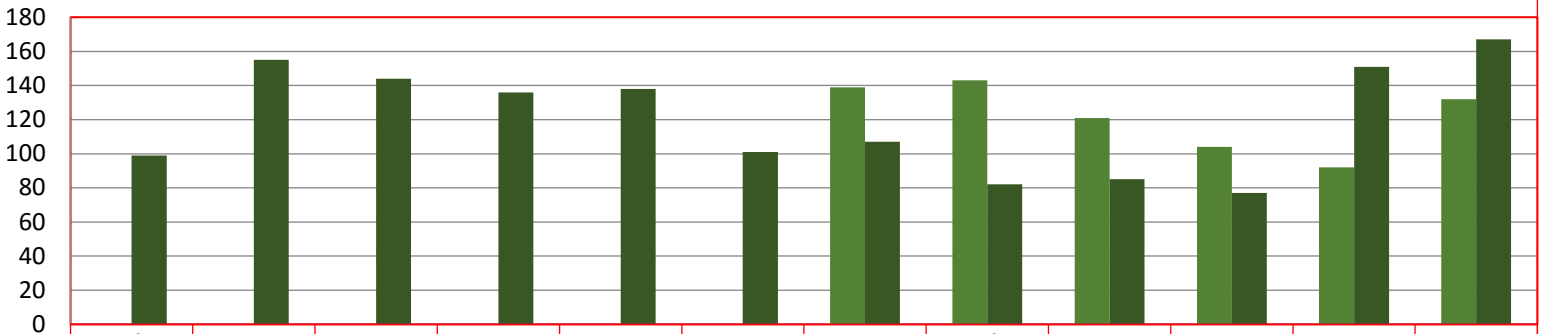
UNM Klauer Route - Services resumed on August 17, 2015



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	270	316	378	422	284	194	259	331	292	408	235	190
FY-14/15	238	334	461	391	295	189	0	0	0	0	0	0
FY 15/16	0	146	229	161	112	62	137	276	182	247	139	0
FY16-17	0											

FY12-13= 4,504 / FY13-14= 3,579 / FY14/15= 1,908 FY15/16= 1,691 / FY16/17= 0

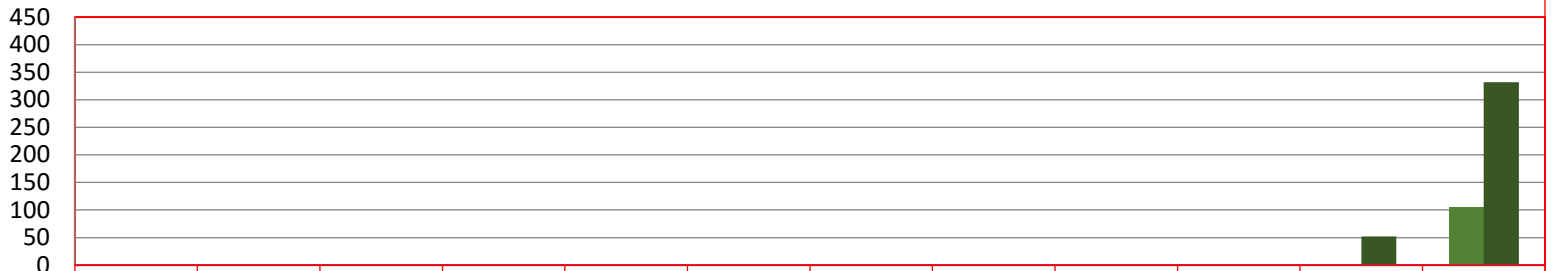
Taos Express - Services began on January 2, 2015



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY14/15	0	0	0	0	0	0	139	143	121	104	92	132
FY15-16	99	155	144	136	138	101	107	82	85	77	151	167
FY16-17	159											

FY14/15= 731 FY15/16= 1,442 / FY16/17= 159

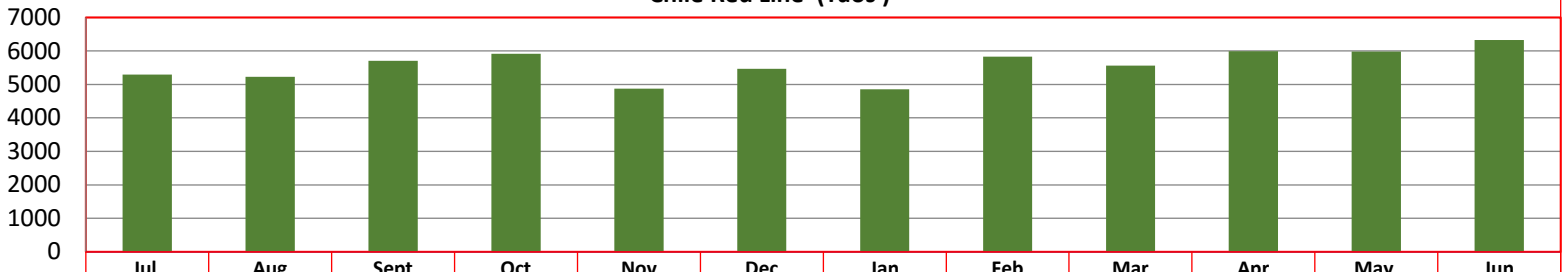
Special Events



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-14/15	0	0	0	0	0	0	0	0	0	0	0	105
FY-15/16	0	0	0	0	0	0	0	0	0	0	52	332
FY16-17	387											

FY14/15= 105 FY15/16= 384 / FY16/17= 387

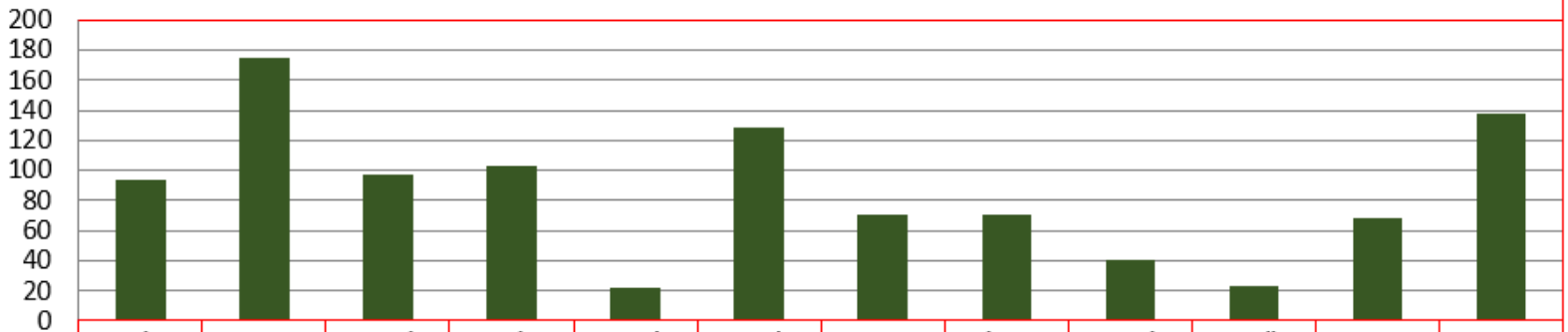
Chile Red Line (Taos)



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY15-16	5297	5231	5706	5916	4871	5471	4859	5832	5565	5989	5981	6331
FY16-17	5655											

FY15/16= 67,049 / FY16/17= 5,655

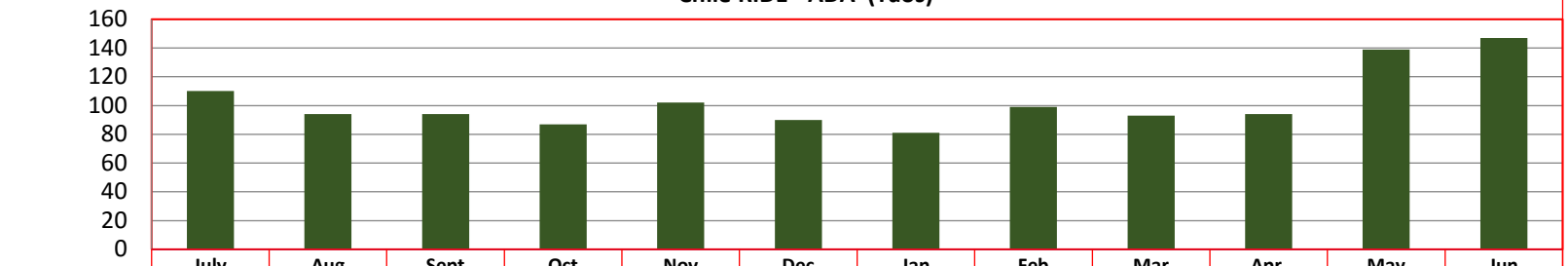
Deadhead



	July	August	September	October	November	December	January	February	March	April	May	June
FY15/16	94	175	97	103	22	128	71	71	40	23	68	138
FY16-17	85											

FY15/16= 1,030 / FY16/17= 85

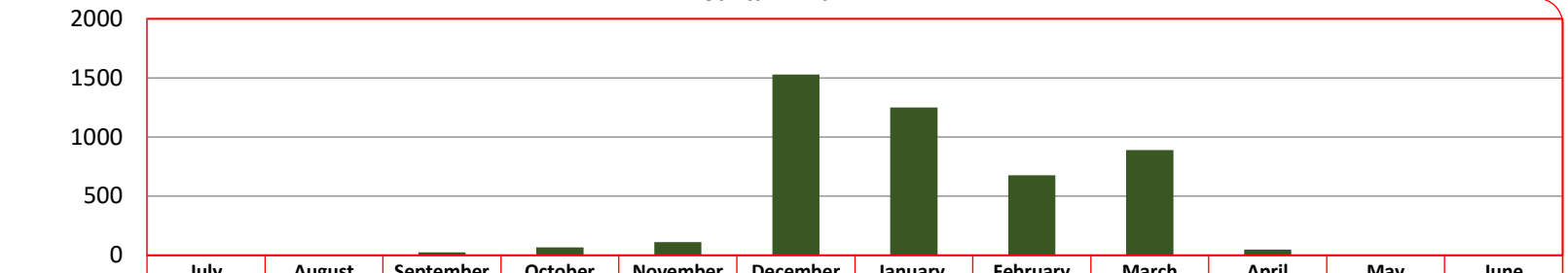
Chile RIDE - ADA (Taos)



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-15/16	110	94	94	87	102	90	81	99	93	94	139	147
FY16-17	147											

FY15/16= 1,230 / FY16/17= 147

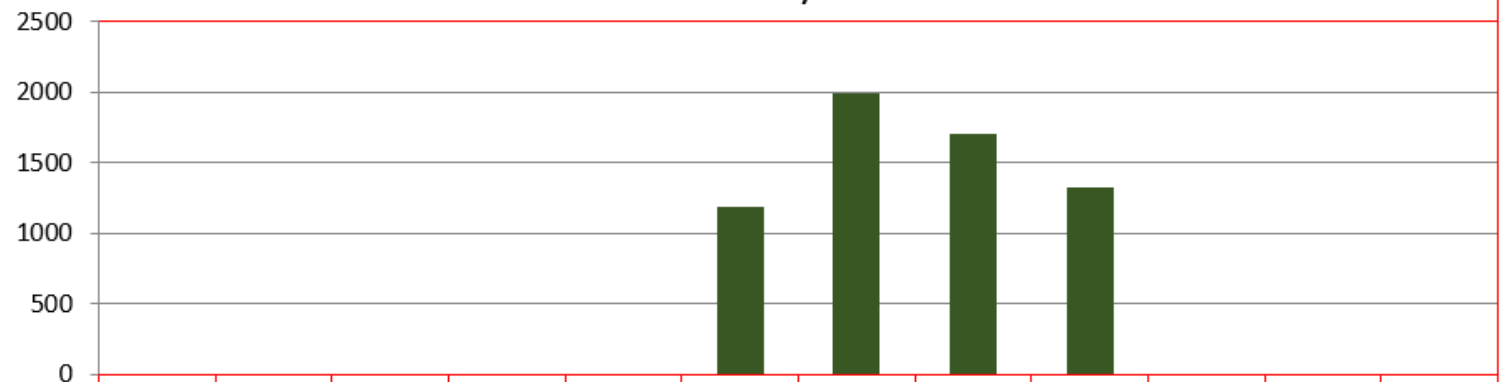
Mountain Trial



	July	August	September	October	November	December	January	February	March	April	May	June
FY15/16	0	0	23	67	112	1529	1251	677	889	49	0	0
FY16-17	124											

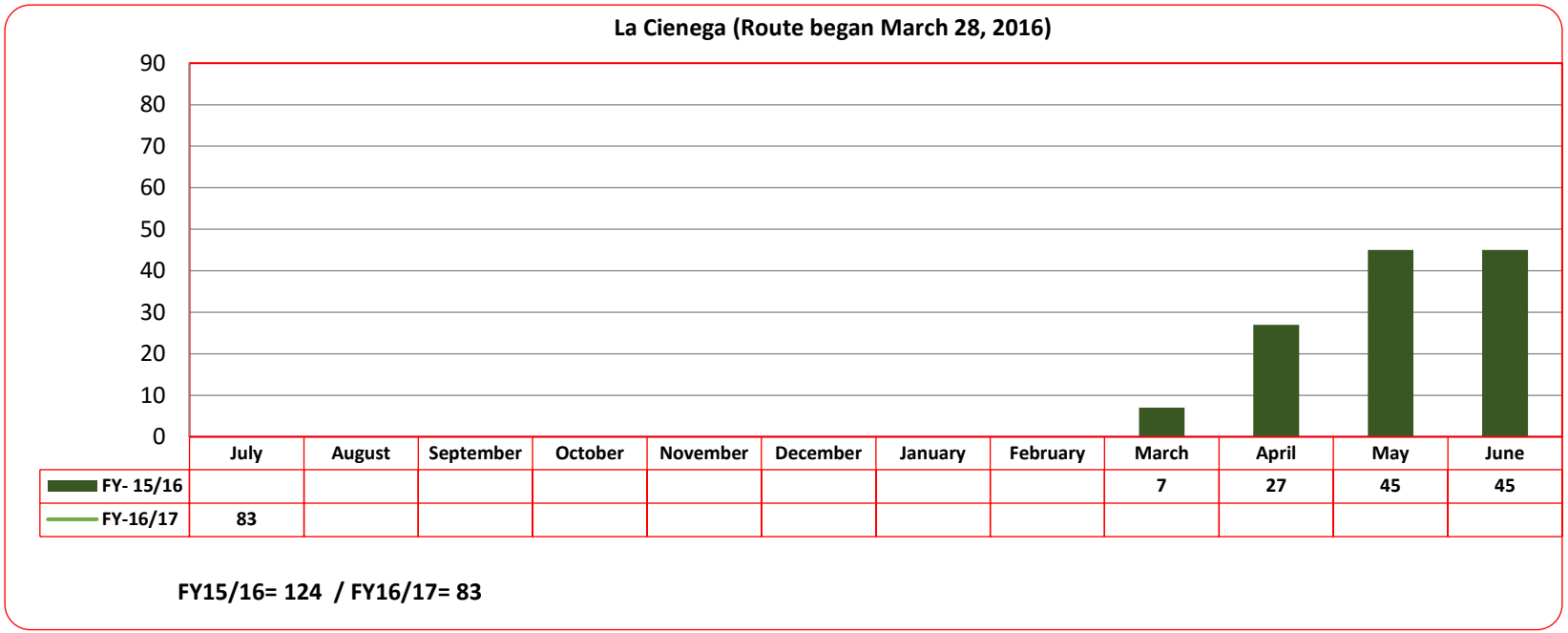
FY15/16= 4,597 / FY16/17= 124

Taos Ski Valley



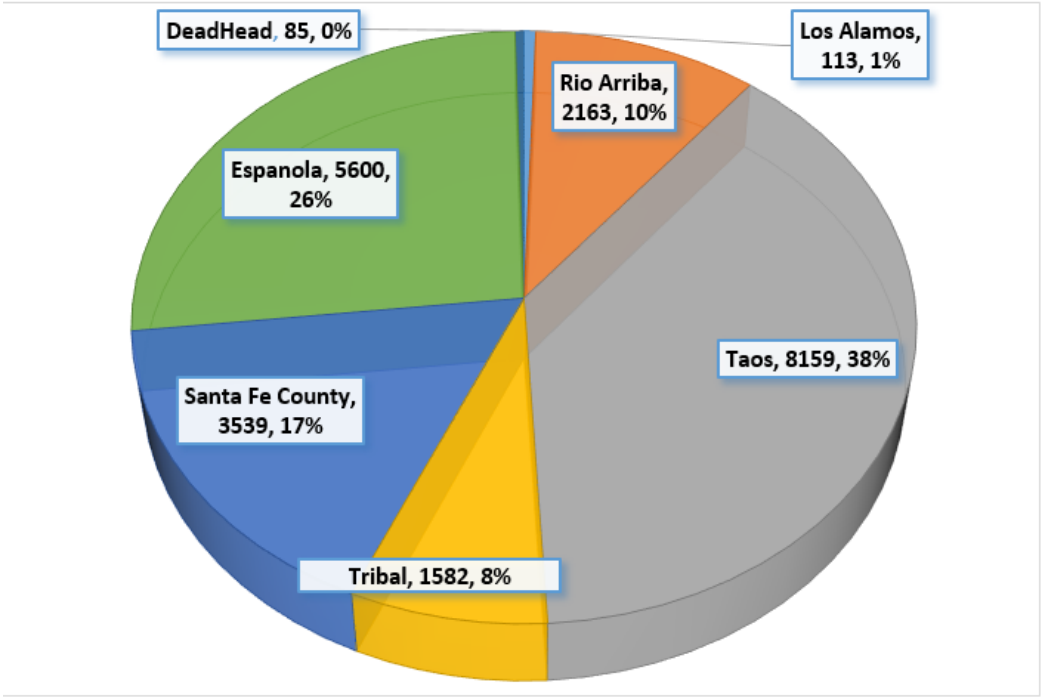
	July	August	September	October	November	December	January	February	March	April	May	June
FY15/16						1182	1992	1707	1319	0	0	0
FY-16/17	0											

FY15/16= 6,200 / FY16/17= 0

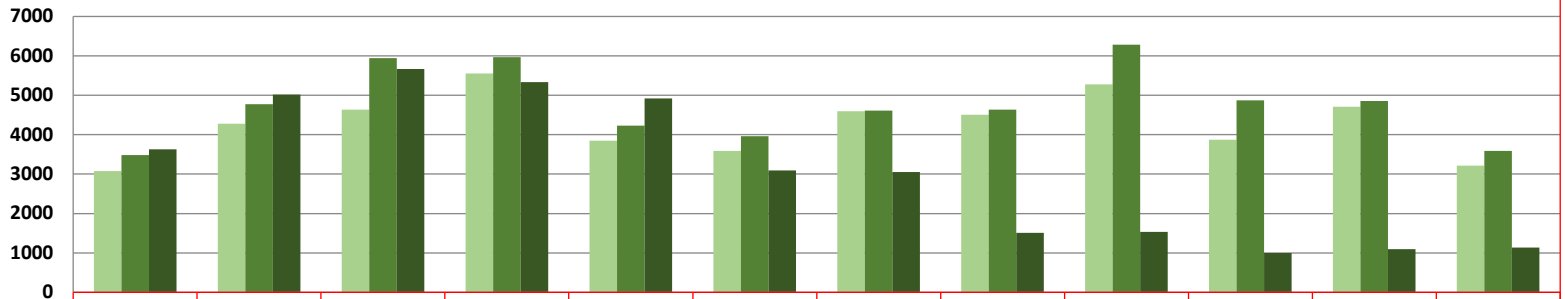


	July	August	September	October	November	December	January	February	March	April	May	June
FY- 15/16									7	27	45	45
FY-16/17	83											

FY15/16= 124 / FY16/17= 83



Los Alamos Enhanced

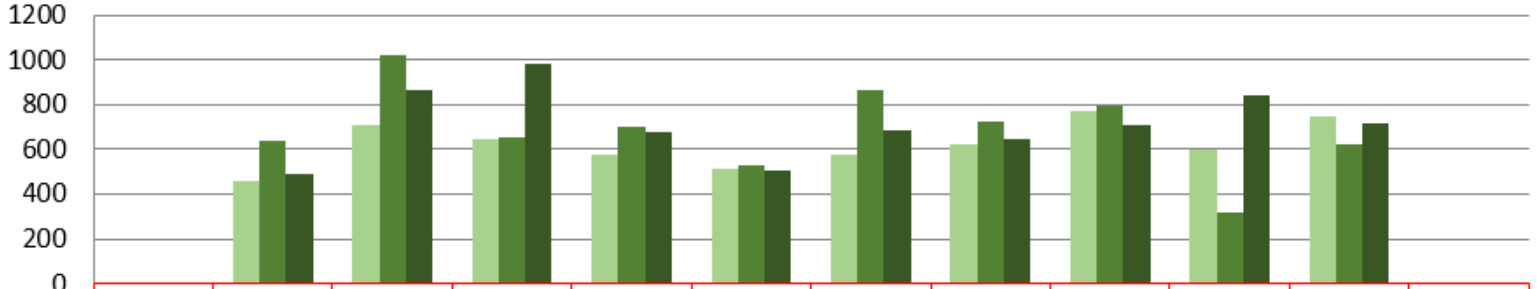


	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	3075	4278	4637	5556	3851	3588	4592	4508	5273	3869	4705	3216
FY14/15	3481	4772	5945	5965	4231	3965	4614	4635	6284	4868	4852	3592
FY15-16	3629	5016	5666	5335	4919	3091	3053	1507	1531	994	1092	1138
FY16-17	2293											

FY12-13= 66,523 / FY13-14= 51,148 / FY14-15= 57,204 / FY15-16= 36,971 / FY16/17= 2,293

Los Alamos Route 11 formerly route 10

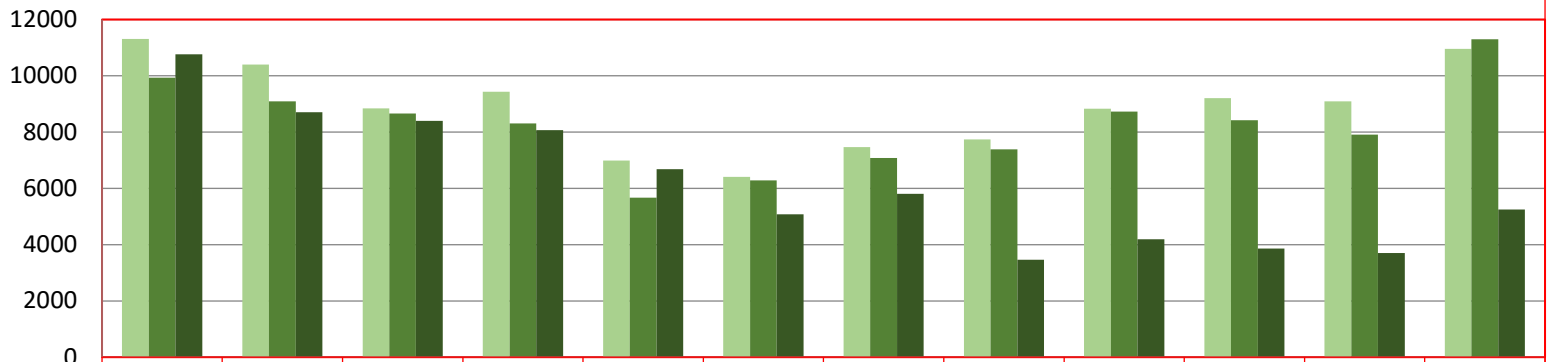
June-Route 10 didn't run due to fire



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	0	458	709	649	576	517	575	627	770	601	748	0
FY14/15	0	641	1019	655	701	527	864	727	799	319	621	0
FY15-16	0	487	868	983	679	505	682	645	708	842	718	0
FY16-17	0											

FY12-13= 6,792 / FY 13-14= 6,230 / FY14-15 = 6,873 / FY15-16= 7,117 / FY16/17= 0

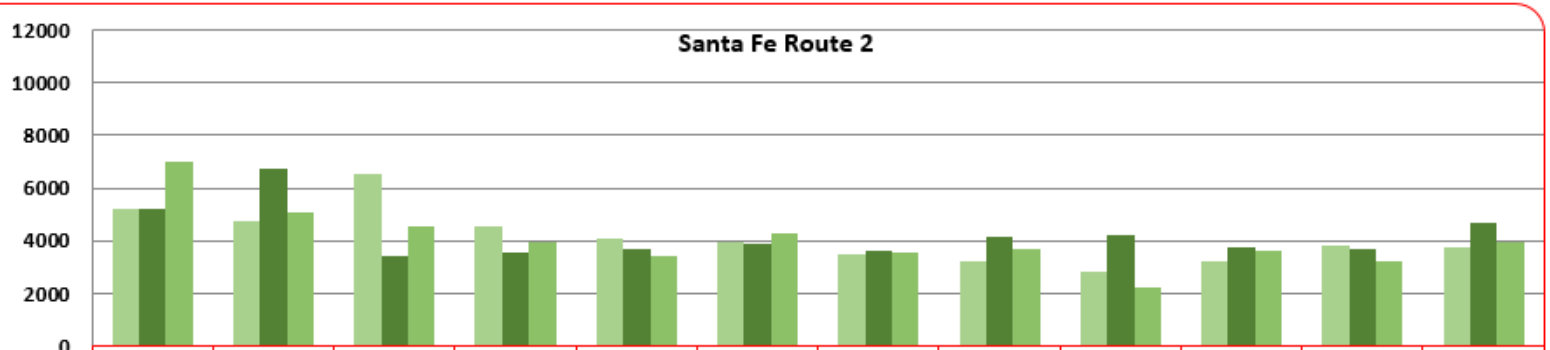
Los Alamos Route 2



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	11310	10405	8837	9433	6994	6408	7464	7736	8834	9206	9092	10952
FY14/15	9937	9092	8663	8308	5673	6280	7083	7387	8733	8418	7908	11297
FY15-16	10760	8705	8395	8069	6685	5080	5801	3463	4188	3865	3697	5246
FY16-17	4660											

FY12-13= 46,008 / FY13-14= 106,671 / FY14-15= 98,779 / FY15-16= 73,954 / FY16/17= 4,660

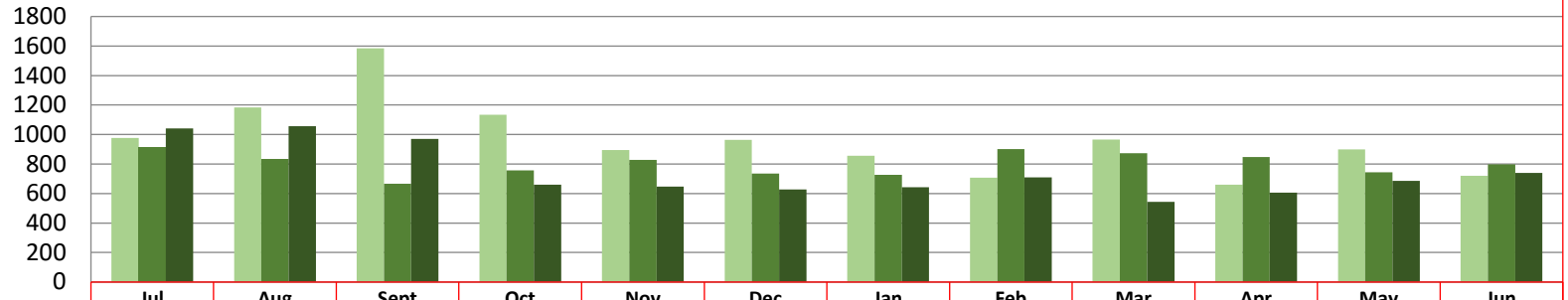
Santa Fe Route 2



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	5224	4716	6556	4539	4099	3934	3483	3229	2824	3224	3822	3743
FY-14/15	5218	6743	3404	3534	3685	3902	3615	4163	4224	3760	3711	4647
FY - 15/16	6982	5089	4519	3928	3406	4299	3543	3693	2230	3590	3229	3966
FY16-17	7629											

FY12-13= 48,382 / FY13-14= 49,393 / FY14-15= 50,606 / FY15-16= 48,474 / FY16/17= 7,629

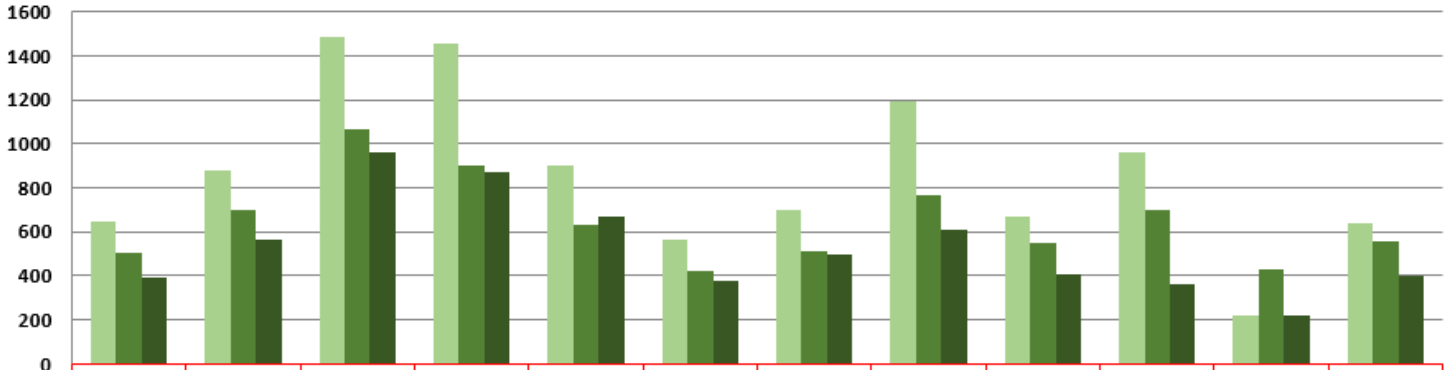
Santa Fe Route 4



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	976	1183	1585	1135	894	963	855	707	967	659	899	720
FY14/15	913	835	667	756	829	736	726	902	873	848	743	798
FY15-16	1041	1056	970	659	648	627	643	710	543	606	686	739
FY16-17	740											

FY12-13= 10,015 / FY13-14= 11,543 / FY14-15= 9,626 / FY15-16= 8,928 / FY16/17= 740

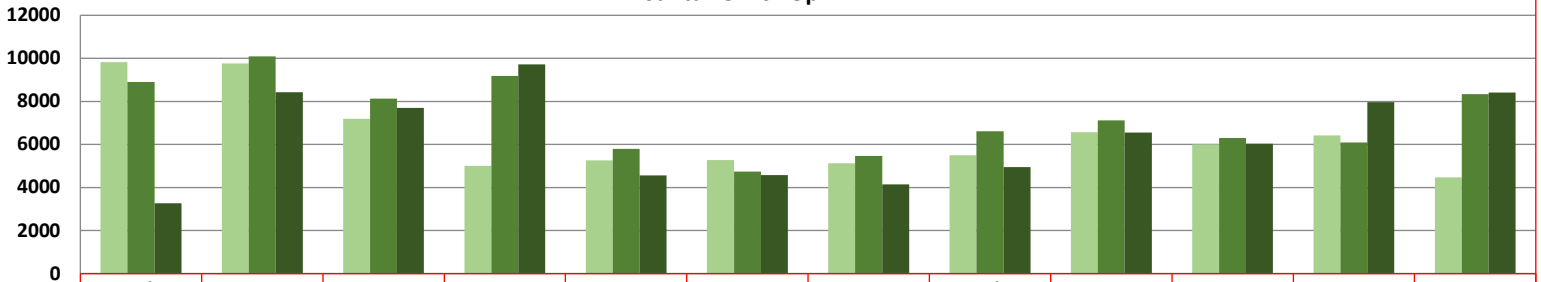
Santa Fe Route 22



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	645	879	1483	1453	899	568	703	1191	670	963	223	641
FY14/15	502	699	1065	904	633	420	511	766	553	701	429	556
FY15-16	392	561	958	874	667	376	498	607	406	362	223	399
FY16-17	243											

FY12-13= 10,925 / FY13-14= 10,318 / FY14-15= 7,739 / FY15-16= 6,323 / FY16/17= 243

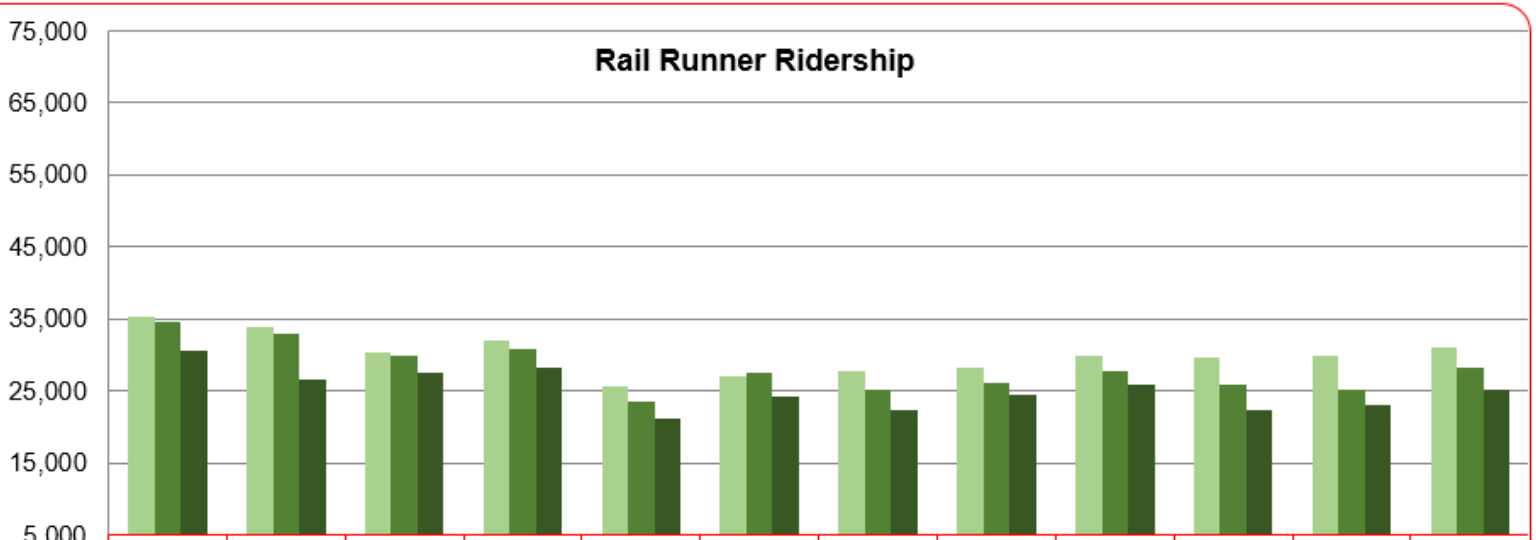
Santa Fe Pick Up



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY- 13/14	9818	9771	7194	5006	5264	5273	5120	5493	6570	6009	6420	4475
FY- 14/15	8908	10094	8136	9187	5795	4746	5464	6606	7120	6298	6097	8339
FY-15/16	3263	8431	7701	9718	4565	4573	4149	4941	6549	6033	7964	8418
FY16-17	4126											

FY12-13= 80,318 / FY13-14= 76,413 / FY14-15= 86,790 / FY15-16= 76,305 / FY16/17= 4,126

Rail Runner Ridership



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY- 13/14	35,176	33,786	30,401	31,949	25,522	27,034	27,692	28,176	29,859	29,724	29,930	31,020
FY- 14/15	34,454	33,020	29,923	30,811	23,537	27,502	25,101	26,186	27,842	25,908	25,200	28,196
FY-15/16	30,534	26,572	27,494	28,305	21,210	24,093	22,239	24,390	25,844	22,239	22,959	25,184
FY16-17	26,484											

FY12-13= 309,115 / FY13-14= 360,269 / FY14-15= 337,680 / FY15-16= 301,063 / FY16/17= 26,484